

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

JERRY LEON DEES, JR.,

Plaintiff,

v.

**HYUNDAI MOTOR MANUFACTURING
ALABAMA, LLC, and HYUNDAI
MOTOR AMERICA, INC.,**

Defendants.

**CIVIL ACTION NO.:
2:07-cv-00306-MHT-CSC**

**DEFENDANTS' RESPONSES TO PLAINTIFF'S
OBJECTIONS TO DEFENDANTS' EXHIBIT LIST**

Defendants Hyundai Motor Manufacturing Alabama, LLC (“HMMA”) and Hyundai Motor America, Inc. (“HMA”) (collectively “Defendants”), file the following responses to Plaintiff’s Objections to Defendants’ Exhibit List. (Doc. 153). In support, Defendants state:

A. Procedural History

1. In accordance with the Uniform Scheduling Order, Defendants filed their Exhibit List on March 5, 2008. That pleading is located at Document No. 124. Plaintiff filed Objections to Defendants’ Exhibit List on March 31, 2008. See Doc. 153.

2. The Court ordered the parties to meet and confer regarding a number of pretrial pleadings and to file a Joint Status Report setting forth the parties’ respective positions regarding each pleading. Objections to exhibits were specifically discussed in connection with this meeting, and the parties’ respective positions regarding Plaintiff’s objections and Defendants’ responses thereto are set forth in the Joint Report Regarding Conference on Selected Motions and Objections. See Doc. 174, pp. 30-32.

3. Section 11 of the Uniform Scheduling Order requires an offering party to provide a written response to the objections no later than seven days prior to trial and to include a pre-marked copy of the evidence at issue. See Doc. 19, Sec. 11.

4. Defendants believe that their written position as stated in the earlier-filed Joint Report (Doc. 174) complies with the Court's Scheduling Order directive. To the extent appropriate and pursuant to Federal Rule of Civil Procedure 10(c), Defendants hereby adopt and incorporate those positions herein.

5. Out of an abundance of caution, Defendants restate, in summary form, their objection responses in the paragraphs that follow. Defendants have also submitted pre-marked exhibits for the Court's review in connection with this filing.

B. Defendants' Responses to Plaintiff's Objections to Exhibits

6. Defendants' **Exhibit 25** is a videotape of "the pit" in production. This exhibit has been served on opposing counsel as a DVD and shall be separately tendered to the Court in the same DVD format. Defendants state that it is anticipated this exhibit may be offered to rebut any inference created by Plaintiff's anticipated testimony regarding the working conditions in "the pit." Defendants are unaware of any express obligation to disclose rebuttal evidence and have done so at this stage in the proceeding out of an abundance of caution. Plaintiff has not articulated any compelling reason for the exclusion of such evidence, and given its nature, such an objection should be overruled.

7. Defendants have listed **Exhibits 26 – 31** as documents which reference Defendants' corporate efforts to recognize military service. Defendants are unaware of any discovery effort which Plaintiff directed to this subject matter. Defendants anticipate that Plaintiff will attempt to introduce testimony which suggests an alleged animus that HMMA

harbors against military members and the designated exhibits are offered to rebut such an inference. Again, Defendants are unaware of any express obligation to disclose rebuttal evidence and have done so at this stage in the proceeding out of an abundance of caution. Plaintiff has not articulated any compelling reason for the exclusion of such evidence and, given its nature, such an objection should be overruled. Defendants' **Exhibit 26** is in DVD format and shall be separately submitted to the Court. Defendants' **Exhibits 27 – 31** are attached hereto as **Exhibit A.**

8. Plaintiff's objection to Defendants' **Exhibit 60** is improper because this exhibit (Department of Defense Employer Support Freedom Award nomination) clearly rebuts any information of military animus suggested by Plaintiff and should be considered by the jury in this case. Defendants' **Exhibit 60** is attached hereto as **Exhibit B.**

9. Plaintiff's objections to Defendants' **Exhibits 82 and 84** is improper in that there are proposed summary exhibits and the source documents on which the summaries are based will be available to Plaintiff. Therefore, such an objection is due to be overruled pursuant to Rule 1006.

10. Plaintiff's objection to Defendants' **Exhibit 83** (Plaintiff's bankruptcy records) is improper. To the extent the Court allows Plaintiff to testify regarding his alleged emotional distress (which Defendants vigorously oppose), Plaintiff's previous bankruptcy has relevance to the alleged "severe" emotional distress he suffered as a result of his termination from HMMA employment. Defendants' **Exhibit 83** is attached hereto as **Exhibit C.**

11. Plaintiff's objection to Defendants' **Exhibit 85** (Document Hold Order) is improper. Plaintiff has accused Defendants of deliberately destroying documents in this case. Due process requires that Defendants be provided full and fair opportunity to respond to such

allegations. This Document Hold Order demonstrates that Defendants took careful steps to preserve documents and Defendants should not be prohibited from introducing such evidence if called to do so. Defendants' **Exhibit 85** is attached hereto as **Exhibit D**.

Respectfully submitted this the 20th day of May, 2008.

/s/ J. Trent Scofield

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Pro Hac Vice Granted 05/15/07

Attorneys for Defendants Hyundai Motor
Manufacturing Alabama, LLC and
Hyundai Motor America, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of May, 2008, I electronically filed the foregoing *Defendants' Responses to Plaintiff's Objections to Defendant's Exhibit List* with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: W. Perry Hall, Vincent F. Kilborn, III, David Allen McDonald, Jeffrey Rayborn Sport, Timothy A. Palmer, T. Scott Kelly, and Matthew K. Johnson.

/s/ J. Trent Scofield
OF COUNSEL

Jerry Dees v. HMMA and HMA
2:07-cv-00306-MHT-CSC

EXHIBIT A

**Defendants' Responses to Plaintiff's
Objections to Defendants' Exhibit List**



HYUNDAI
Team Adviser

*This document is to be read to the all Team Members in their 5 minute communications meeting.
Post in the Team area's for five days*

Volume: 17

November 24, 2004

Toys for Tots

Since 1947, The United States Marine Corps Reserve has been reaching out to the community by collecting and distributing toys to needy children during the Christmas Season. For over 55 years, their objective has remained the same...to "bring the joy of Christmas to America's needy children."

Last year, HMMA and its Team Members demonstrated their commitment to the community by providing a large quantity of toys to the Toys for Tots program. We have again been provided the opportunity to demonstrate our selfless dedication to those who are less fortunate. Beginning Monday November 29th, collection sites will be designated in all buildings and Team Members will have the opportunity to 'bring the joy of Christmas' to a Montgomery-area child.

All toys should be new and unwrapped. Boxes have been placed in all buildings. The toys will be collected on December 10th and presented to the Marine Corps at the HMMA Holiday Party on December 11th.

United Way Fund Drive

On behalf of the River Region United Way we offer a sincere and heartfelt thank you for your support. HMMA Team Members made a significant commitment to helping those less fortunate. We had the pleasure of donating a total of \$40,229.70! Our participation level was just under 45%. Way to go HMMA Team!



 HYUNDAI Hyundai Motor Manufacturing Alabama	TEAM ADVISOR Owner: Team Relations	HR-AL-HR-TR-F-00003
Revision Date: 02/10/2005		Revision Level: 00

Volume 84-05

December 1, 2005

TOYS FOR TOTS



Once again, HMMA will be supporting the US Marine Corps Reserve's "TOYS FOR TOTS" program. This program aims to provide new toys to underprivileged children.

Last year, HMMA was instrumental in assisting the less fortunate children in our community. With the devastation created by the extensive hurricane season this past summer, this year's Toys for Tots drive is especially critical to the Marine Corps Reserve.

Please consider showing your support of our local community and that of our local USMC Reserve unit by purchasing a new, unwrapped toy for a less fortunate child.

Pick-up boxes will be located at the entry of each shop. Toys should be new and unwrapped. The collection of toys by the US Marines is scheduled for December 14, 2005.

HAPPY HOLIDAYS AND SEMPER FI!



Revision Date:
02/10/2005

TEAM ADVISOR

Owner: Team Relations

HR-AL-HR-TR-F-00003

Vol. 106-06

November 21, 2006

CALL TO ACTION



Once again, HMMA will be supporting the US Marine Corps Reserve's TOYS FOR TOTS program. This program aims to provide new toys to underprivileged children.

Last year, HMMA was instrumental in assisting the less fortunate children in our community. Each year, the US Marine Corps Reserve plays a vital role in supporting our local communities during the holiday season. The past few years have been especially difficult for the Marines to focus on such a project with operational requirements in the on-going fight against terrorism.

Please consider showing your support of our local community and that of our local Marine Corps unit by purchasing a new, unwrapped toy for a less fortunate child.

Pick-up boxes will be located at the entry of each shop. Toys should be new and unwrapped. The collection of toys by the US Marines is scheduled for December 13th.

Should you have any questions or require any assistance, please contact:
 Kevin Graham, 387-8585
 Philip Lewis, 387-8610
 David Colmans, 387-8104

HAPPY HOLIDAYS AND SEMPER FI!

 HYUNDAI Hyundai Motor Manufacturing Alabama	TEAM ADVISOR Owner: Specialist, Team Relations	HR-AL-HR-TR-F-00003
Revision Date: 06-Sept-07		Revision Level: 02

Volume 92-07

November 19, 2007

TOYS FOR TOTS DRIVE

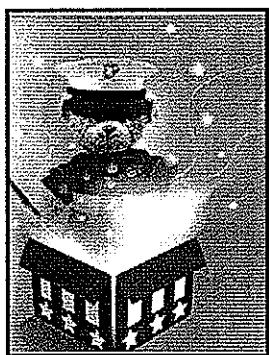


WHAT: Toys for Tots Drive
Drop off new and unwrapped toys

WHERE: Collection boxes located in turnstiles and in each department throughout HMMA

DATES: November 26 - December 14

WHY: To help needy children in our community and support the US Marine Corps' goal to deliver, through a shiny new toy at Christmas, a message of hope to needy youngsters that will motivate them to grow into responsible, productive, patriotic citizens and community leaders.



Cash donations will be used to purchase toys. Donations are tax deductible.

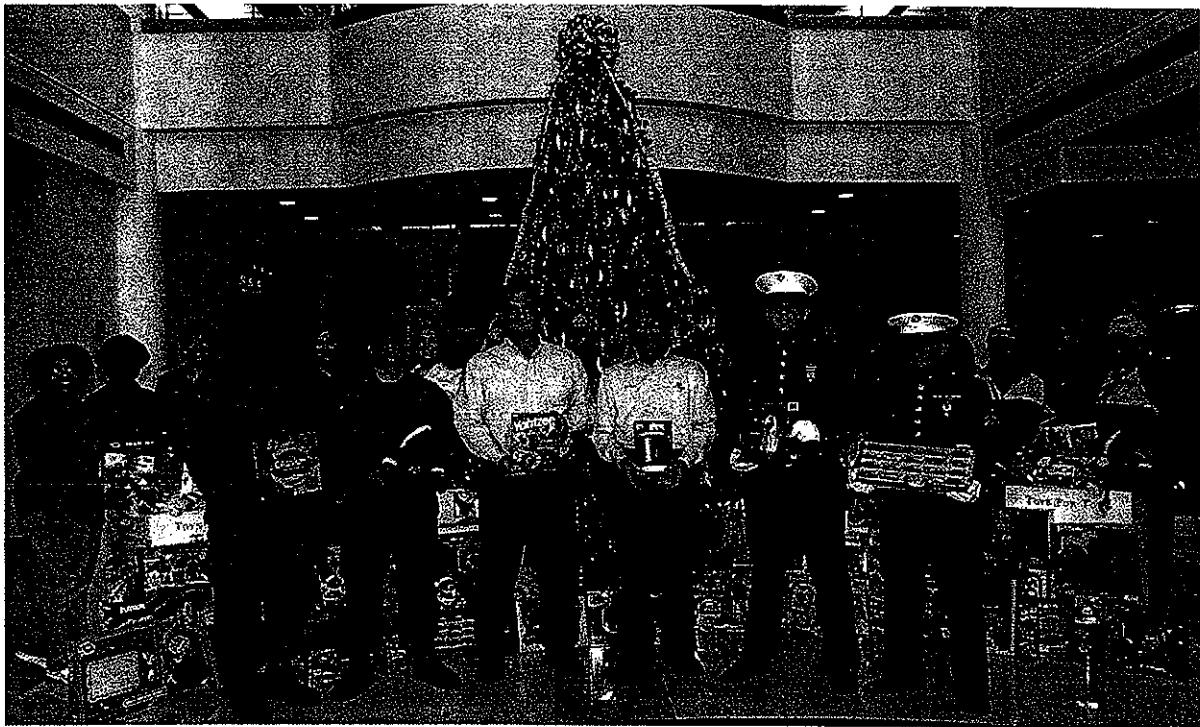
Contact a Team Member in Diversity at ext. 8103, 8104 or 8004 if you have any questions or concerns. Thanks again for your support.



2007



2006



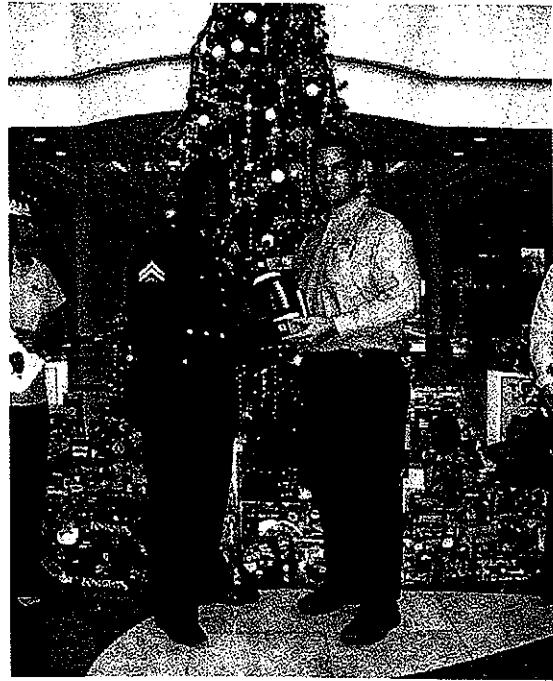
2007



2005



2005



2006



 HYUNDAI Hyundai Motor Manufacturing Alabama	TEAM ADVISOR	HR-AL-HR-TR-F-00003
Revision Date: 02/10/2005	Owner: Team Relations	Revision Level: 00

Volume 74-05

October 28, 2005

HMMA Observes Veterans Day

Veterans Day, November 3rd is our Hero's Day. Members of the **Original Tuskegee Airmen and Korean War Veterans** groups will tour our plant and participate in discussions in the Sonata Room. They will share with us their many stories of bravery and devotion. This will be the kickoff of the Diversity Action Team's first "Lunch & Learn" series. Team Members will be able to meet, greet and get their pictures taken with our guests. A table exhibiting memorabilia that the veterans will graciously share with us will be displayed.

This visit by the Original Tuskegee Airmen and the Korean War Veterans will be videotaped. Team Members on 2nd shift may view the visit during their scheduled lunch time on this date in the Sonata Room.

On November 7th, a large collage will be set-up in each cafeteria displaying photos and names of all of the Team Members with military backgrounds. The Team Reps will have signup sheets in each department for Team Members who would like to be recognized. This includes all Team Members who are currently active in the military and veterans. November 2 is the deadline to submit names to the Diversity Department.



 HYUNDAI Hyundai Motor Manufacturing Alabama	TEAM ADVISOR Owner: Team Relations	HR-AL-HR-TR-F-00003
Revision Date: 02/10/2005		Revision Level: 00

Volume 97-06

November 8, 2006

Veterans Day Observance Notification

Hyundai Motor Manufacturing Alabama, LLC will be acknowledging all former and current Military Members for Veterans Day Observance. Please notify your Team Representatives or the Diversity Department to be included. This is for all Team Members that are current or former military, from all branches.

Additional information regarding this great opportunity is listed below.

NAME: Veterans Day Observance

TEAM MEMBERS INCLUDED: All

DATE: Friday, November 10, through Monday, November 13, 2006.

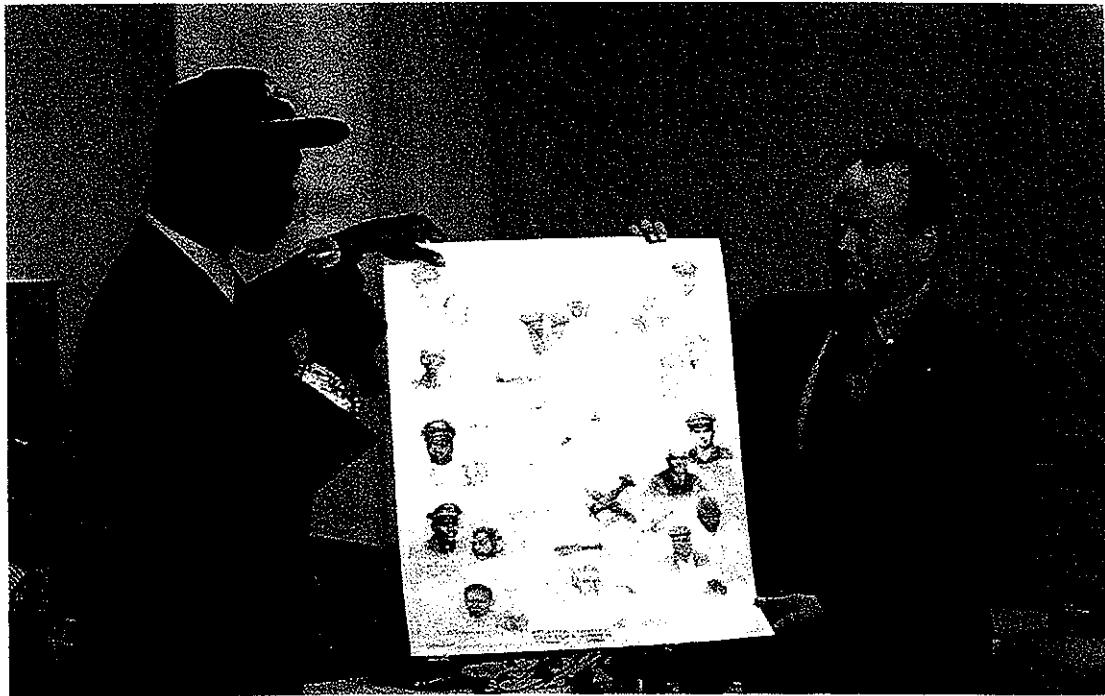
TEAM MEMBER IDENTIFICATION: Notify Team Reps or Diversity at ext. 8004, 8103 or 8104 with the following information:

Name:

Department:

Branch:

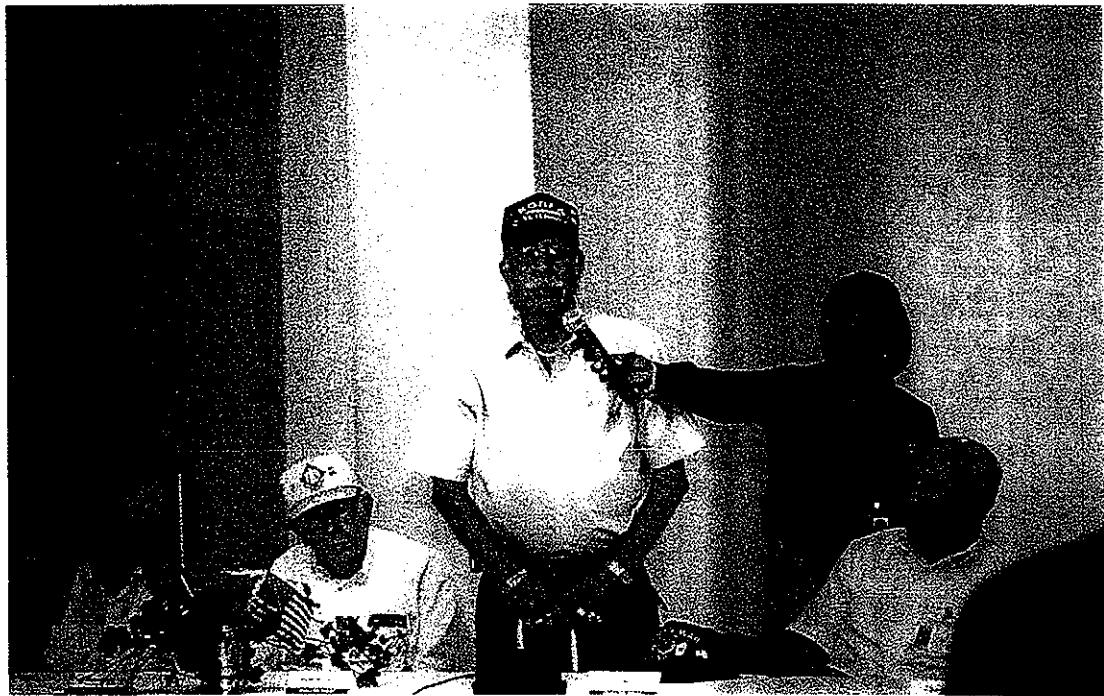
Veteran/Active Duty:



Veteran's Day

2005





Veteran's Day



Remembrance cards will be available in both cafeterias to honor loved ones for their military service. They will be available May 17th - May 23rd.

Names will be displayed on HMTV through May 29th.

Contact the Diversity Department at extension 8103 or 8104 or your Team Rep.



Melinda L. Stallworth

Diversity Specialist

Hyundai Motor Manufacturing Alabama, LLC

700 Hyundai Boulevard, Montgomery, AL 36105

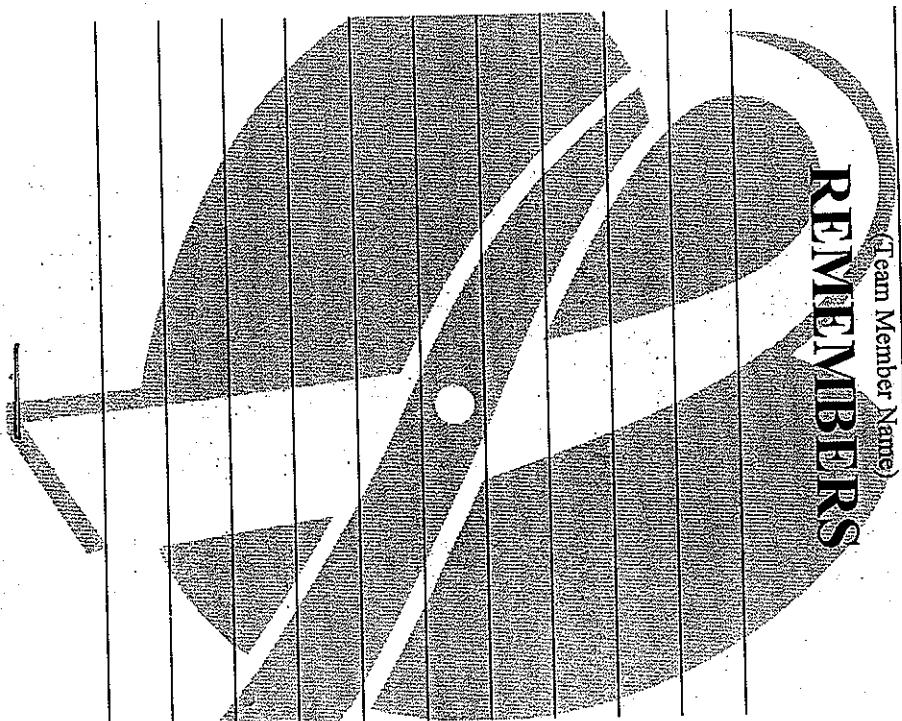
Phone: (334) 387-8103 Fax: (334) 387-8297

nlstallworth@hmmausa.com



One's work may be finished some day, but one's education never. -Alexandre Dumas, pere

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**REMEMBER THE
TROOPS**

insights

HMMA News
HYUNDAI MOTOR MANUFACTURING OF ALABAMA

November 20, 2006
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Team Members Make a Difference

On October 30, HMMA joined in a nationwide effort for "Make a Difference Day" by donating nearly 1,600 books to area schools. Thirty-six elementary schools in the Montgomery Public School System received the books. Over 18,000 students per year will benefit from the donation, which will be placed in the schools' libraries. The donations by HMMA are in support of education and encouragement of reading.

"Because reading is a gift which enriches the knowledge, understanding and compassion of our children, we are honored to support our Team Members in this gift of nearly 1,600 new books to the young people in our community," stated J.S. Ahn, President of HMMA. "This donation is a part of our continuing efforts to support education in Alabama."

This is a continuation of support for education and community by HMMA. "Hyundai is a great partner with our community, and we appreciate their efforts," stated Montgomery Public Schools Interim Superintendent Linda Robinson. "This gift will have a positive impact on students for many years to come."



HMMA's Diversity Action Team prepares for book distribution. Pictured left to right: Sheron Rose, TheRessa James, HMMA president J. S. Ahn, Matt Burns, Christi Doh, Laura Stone, Larry Graham, Kately Ramsey, Jennifer Lowery, Patricia Adams and Melinda Stallworth

Linda Sexton, director of Montgomery Public Schools, added, "Montgomery Public Schools is thrilled to accept the many books from Hyundai. The selection contains a variety of books including interest and reading levels which will appeal to students throughout grades 'K' through 6 in each of our elementary schools."

Sexton ended by sharing a quote by author Albert Hubbard, "This will never be a civilized country until we spend more money

for books than we do for chewing gum."

Make a Difference Day is the most encompassing national day of helping others—a celebration of neighbors helping neighbors. Created by USA WEEKEND Magazine, Make a Difference Day is an annual event that takes place on the fourth Saturday of every October. You can read more about this national celebration at <http://usaweekend.com/difffday/about-madd.html#whatis>.

INSIDE INSIGHTS

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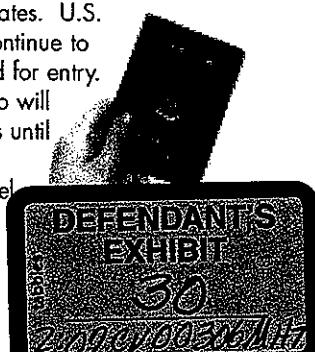
New Passport Rules

For those travelers who are accustomed to showing a driver's license and other forms of identification when traveling between Canada, Mexico, the Caribbean and the United States, the rules are about to change.

Effective midnight, January 8, 2007, those traveling by air or sea between these destinations must have a valid passport to enter or re-enter the United States. U.S. citizens traveling between the United States and its territories will continue to be able to use established forms of identification to board flights and for entry.

Those driving between the United States and Canada or Mexico will not be required to present a valid passport at land border crossings until January 1, 2008.

The new requirements are part of the Western Hemisphere Travel Initiative (WHTI), which is one element of a much larger bill, the Intelligence Reform and Terrorism Prevention Act of 2004.



KIA BREAKS GROUND ON FIRST US PLANT

Officials from Korea and Georgia called the development of Kia's \$1.2 billion automotive plant in West Point, Georgia an economic gain for the Southeast Region, as Mong Koo Chung, Chairman of the Hyundai-Kia Automotive Group, led the group in turning over ceremonial, sand-filled shovels on October 20, 2006. Although the ceremony held near the Alabama-Georgia line was the official groundbreaking, the red clay on the two-thousand-acre site was cleared months ago.

In addition to Chairman Chung, more than 500 VIPs from the U.S. and South Korea attended the event, including Eui Sun Chung, President and CEO of Kia Motors Corporation; Georgia Governor Sonny Perdue; and a host of high-ranking governmental officials from the state of Georgia and South Korea.

Excavating equipment was in constant motion on the hillsides around the site as hundreds gathered to celebrate the occasion. The long-awaited groundbreaking of the auto plant is seen as a sign of opportunity and hope in a rural area along the Chattahoochee River. This region has suffered due to the decline in the textile industry.

The launch of the first vehicle off the line at Kia Motors Manufacturing Georgia (KMMG) is scheduled for 2009. Approximately 2,500 Team Members will be employed at the West Point Plant, which will produce vehicles for both North and South America.

Consumers Digest Magazine Names 2007 Automotive Best Buys

Thirty-two vehicles and six companion models out of 253 total 2007 models received Best Buy ratings from Consumers Digest (CD). The ratings, published in CD's December issue (on sale November 1), span eight categories: Small Cars, Family Cars, Luxury Cars, Sporty Cars, Trucks, Vans, Compact/Midsize SUVs and Luxury/Full-Size SUVs. The Best Buys—based on behind-the-wheel testing, safety ratings, ownership costs, warranty, price, comfort, ergonomics, styling and amenities—reflect CD's assessment of which 2007 vehicles offer the most value for the money."

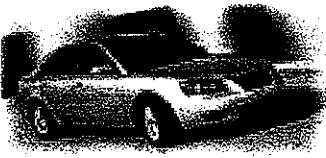


The Hyundai Sonata and Hyundai Azera were both named as a Best Buy in the Family Car category, while the Hyundai Entourage and Kia Sedona were named as best van values.

"Value, as we see it, is based on purchase price and ownership costs relative to quality, performance and subjective factors like comfort and design," says Randy Weber, CD's publisher.

"Few purchases are more important, or require more research, than buying a new vehicle. Our analyses underscore our commitment to ensure that consumers are as satisfied with their auto purchase years after making it as they were the day they drove off the lot."

Source: PR Newswire - 11/1/06



Pictured from left to right: Mong Koo Chung, Chairman & CEO, Hyundai-Kia Automotive Group; The Honorable Sonny Perdue, Governor of Georgia; Craig Lesser, Commissioner, Georgia Dept. of Economic Development; E.S. Chung, President & CEO, Kia Motors Corp.; Billy Head, Mayor of West Point; Jane Fryer, President, LaGrange-Troup County Chamber of Commerce; J.K. Choi, President, Hyundai Motor Company; State Rep. Vance Smith, District 129; and H.S. Lee, President, Hyundai Motor Company.

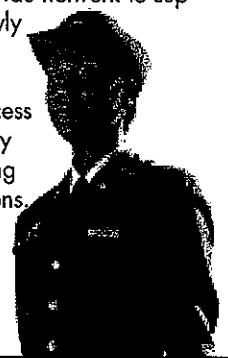
Hyundai Becomes First Automaker to Join Army Partnership for Youth Success to Recruit New Service Technicians

Hyundai Motor America and the U.S. Army recently joined forces to announce Hyundai's addition to the Army's Partnership for Youth Success (PaYS) program. PaYS shares recruiting efforts with companies and government agencies to help former service men and women find civilian careers after fulfilling their military commitment. Hyundai is the first automaker to join the PaYS program.

Under the partnership, Hyundai and the U.S. Army will institute a program to help soldiers develop the skills they need to become service technicians at one of Hyundai's 737 dealerships nationwide. Upon completion of their military duty, qualified Army personnel will be granted priority interviews with Hyundai for open service technician jobs. In addition, the U.S. Army's career website will post open Hyundai service technician jobs across the country.

According to a recent survey, there are an estimated 37,000 vacancies in service technician jobs industry wide, so competition for talent is extremely high. Hyundai expects to add more than 50 dealerships annually to its nationwide network to support growing sales volumes. To fill the newly created service jobs at each dealership, Hyundai will have to recruit 500-1,000 service technicians each year. Having access to approximately 1.5 million qualified Army personnel gives Hyundai a distinct recruiting advantage for its future service tech positions.

Hyundai joins almost 100 additional PaYS corporate partners, including Dell, Southwest Airlines and Target, in assisting Army personnel find post-military careers.



diversity corner



November is National American Indian Heritage Month

During this month, we honor the generations of American Indians and Alaska Natives who have added to the character of our Nation. This month is an opportunity to celebrate their many accomplishments and their rich ancestry and traditions. The first American Indian Day was celebrated in May 1916, in New York. In 1990, President George H.W. Bush signed a joint congressional resolution designating November 1990, as "National American Indian Heritage Month." Similar proclamations have been issued every year since 1994.

DID YOU KNOW?

The name "Alabama" was taken from the "Alibamos" Indians, the first Creek tribe to populate the region. Native Americans recognized by the State of Alabama include:

1. Poarch Band of Creek Indians, Atmore
2. Echota Cherokee Tribe of Alabama, Falkville
3. Cherokee Tribe of Northeast Alabama, Grant
4. Machis Lower Creek Indian Tribe, New Brockton
5. Star Clan of Muscogee Creeks, Troy
6. Cher-o-Creek Intertribal Indians, Valley
7. MOWA Band of Choctaw Indians, Mount Vernon
8. Piqua Sept of Ohio Shawnee, Birmingham
9. United Cherokee Intertribal, Guntersville

The name "Mohawk" came from the Mohawk tribe in the Northeast, and the single patch of hair that distinguished Mohawks from other groups.

Sources: Census.gov; Whitehouse.gov; Alabama Indian Affairs Commission; www.fortwayne.com/mld/news sentinel/living/15507457.htm

Happy Holidays

Festive times with family and friends should involve precautions with food and gifts to help ensure the celebrations will be both joyous and safe. Holiday feasting should center on the four basic food safety steps—clean, cook, chill and separate. The following are some guidelines for food handling:

- Wash your hands before preparing or eating food, after using the restroom or changing a diaper, after handling uncooked food, after playing with a pet, after handling garbage, after tending to someone who is sick or injured, after blowing your nose and after coughing or sneezing.
- When defrosting frozen foods, it is best to thaw the food in the refrigerator where it will remain at a safe, constant temperature of 40 degrees Fahrenheit or below. If that is not possible, food can be defrosted in the microwave or by running cold water over the food item.
- When preparing foods, be sure to follow the appropriate temperature guidelines for defrosting, cooking and cooling.
- Always store leftovers within two hours of cooking.
- When in doubt—throw it out!

For additional food safety information, call the toll-free USDA/FSIS Meat and Poultry Hotline at 1-888-674-6854. Bilingual food safety specialists (English and Spanish) are available year-round from 10 a.m. to 4 p.m. EST.



Open Enrollment for Benefits

The Benefits Department will be holding annual open enrollment during the month of November to allow Team Members the chance to make changes to current benefits.

For more information, please contact the Benefits Department at 334-387-8199 or Ext. 8115.



Changing our World

HMMA is proud to support the communities in which our Team Members live, work and play. This month's partnerships included:

- Jewish Federation of Central Alabama – Montgomery Jewish Film Festival
- Kid One Transport – fuel costs for transporting children and expectant mothers in need of health care
- Mobile Area Chamber of Commerce – Regional World Trade Conference
- Montgomery Area Committee on Employment of People with Disabilities
- Montgomery Public School System – nearly 1,600 books for area elementary schools
- R.E.S.T.O.R. – providing homeless shelter housing in the Montgomery area
- Troy University – bronze plaques for Rosa Parks Museum and Children's Wing
- The 82nd annual Turkey Day Classic between Alabama State University and Tuskegee University. The two teams will square off at Cramton Bowl on Thanksgiving Day, November 23, at 1 p.m. The game will be televised on ESPNU.
- United Way – supporting community agencies
- Universal Sisters: Celebrating Health and Soul Conference – Montgomery



Special Discounts for HMMA Team Members

HMMA's Diversity Action Team has arranged for special holiday discounts at area merchants. Please present your Team Member badge to receive discounts and register for prizes:

- **Best Buy:** November 12 and 19, 2006; 8-11 p.m. Discounts vary by department, ranging from 5-25%; snacks provided
- **Shoppes at EastChase:** December 3, 2006; 4-6 p.m. Confirmed discounts include 10% off at Kinnucan's; 20% off at The Buzz; 10% off at Moe's Southwest Grille and register for door prizes; free pillow fitting at Select Comfort. Team Advisors will provide additional updates.
- **Toys R Us:** November 19 and December 3, 2006; 7-11 p.m. Five percent discount; refreshments; prize drawings

What's Cookin'?

From the HMMA Cookbook,
submitted by Robert and Sabrina
Walker, Paint QC: **Santa Fe Soup**

Type of Dish: Soup – Main Dish

Origin of Recipe: American

Ingredients:

2 lbs. ground beef
1 can tomato wedges, undrained
1 onion, chopped
2 cans white corn, undrained
1 pkg. Ranch dressing mix
2 cups water
2 pkgs. taco seasoning mix
1 can black beans, undrained
1 can kidney beans, undrained
1 can pinto beans, undrained
1 can diced Ro-tel tomatoes & chilies, undrained

Garnishes: sour cream, shredded cheese and sliced green onions, as desired



Brown ground beef with onion in large pot. Drain. Add ranch dressing mix and taco seasoning mix. Add remaining ingredients with juices from all, including water. Simmer for 2 hours. This can be prepared in a crock pot—just reduce the water to 1 cup instead of 2. Garnish each bowl of soup with sour cream, shredded cheese and sliced green onions, as desired. Serve with tortilla chips or over rice. Great with Scoops! Suggestion: Use chicken and pork sausage instead of beef.

Contact the Diversity Department or a Diversity Action Team Member to submit one of your favorite recipes to the HMMA Cookbook.



Hyundai Motor Manufacturing
Alabama, LLC
700 Hyundai Boulevard
Montgomery, Alabama 36105

Prsrt
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Montgomery, AL

HMMA Vision and Mission Statements

Vision Statement:

Our team provides value for your future.

Mission Statement:

To create exceptional automotive value for our customers by harmoniously blending safety, quality and efficiency. With our diverse team, we will provide responsible stewardship to our community and environment while achieving stability and security now and for future generations.

Military Appreciation – Veteran's Day

Thomas F May
Plant Engineering / Engine Shop Maintenance
Navy
Retired

Michael Morgan
Plant Engineering / Weld Shop Maintenance
Army
Active Duty – Iraq

Gregory Graves
Plant Engineering / Paint Maintenance
Army
Active Duty – Iraq

Greg Prater
Plant Engineering / Stamp Maintenance
US Navy – Active – 1988 to 1992 – Gulf War
US Army National Guard – 1993 – 2003

Don Gillahan
Plant Engineering / Weld Maintenance
Navy
Retired

Michael Taylor
Plant Engineering / Paint Maintenance

David Morrow
Plant Engineering / Utilities
Alabama Army National Guard
Active Duty

Charles Thorpe
Plant Engineering / Utilities
U.S. Coast Guard
Veteran

Edward M. Marshall
Plant Engineering / Engine Maintenance
Alabama Army Nation Guard
Retired

John Russ
Plant Engineering / Engine Maintenance
US Army – Gulf War
Veteran

Peter C. Vickers
Desert Storm Combat Veteran
United States Marine Corps Reserve
3rd Battalion 23rd Marines 4th Marine Division



Military Appreciation – Veteran's Day

Greg King
Plant Engineering / Weld Maintenance
Army National Guard
Veteran

Jerry Fuller
Plant Engineering
USMC
Retired

HMMA Veterans Day Recognition

HMMA will recognize Team Members who are veterans or currently active in the military November 7 - 7. If you would like to be recognized during this time, please print your information below. This information should be returned to your Team Representative or the Diversity Department no later than Wednesday, November 7, 2007. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active	Date info submitted
1 Wilson	Robert	Paint	Army		X	5/23/2007
2 Thomas	Dilanjun		Navy		X	5/23/2007 submitted by Robert W.
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HMMA Veterans Day Recognition

HMMA will recognize Team Members who are veterans or currently active in the military November 8 - 13. If you would like to be recognized during this time, please print your information below. This information should be returned to your Team Representative or the Diversity Department no later than Wednesday, November 8, 2006. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Eubanks	Stephen	Quality Improvement	Navy	X	
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HMMA Veterans Day Recognition

HMMA will recognize Team Members who are veterans or currently active in the military November 8 - 13. If you would like to be recognized during this time, please print your information below. This information should be returned to your Team Representative or the Diversity Department no later than Wednesday, November 8, 2006. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Eubanks	Stephen	Quality Improvement	Navy	X	
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HMMA Veterans Day Recognition

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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Eubanks	Stephen	Quality Improvement	Navy	x	
2 Butts	Ronnie	Engine	Air Force	x	
3 McQueen	Stacey	Engine	Army Nat. Guard	x	
4 Jackson	Lewis	Engine	Marines	x	
5 Adams	Mike	Engine	Army	x	
6 Wright	Lashanda	Production Control	Army	x	
7 Crusoe	Michael	Engine	Marines	x	
8 Cole	Jimmie	Engine	Army	x	
9 Sigler	Nate	Engine	Army	x	
10 Melendy	Ken	Engine	Army	x	
11 Strait	Keith	Engine	Army	x	
12 Powell	Antonio	Engine	Army Nat. Guard	x	
13 Temple	James	Engine	Navy	x	
14 Davis	Fred	Engine	Army	x	
15 Wilburn	Steve	Engine Quality	Air Force	x	
16 Wilburn	Steve	Engine Quality	Air Force Reserves	x	
17 Hancock	Larry	Engine	National Guard	x	
18 Brockton	Keith	Engine	National Guard	x	
19 Johnson	Michael	Engine	Navy	x	
20 Shuffit	Chris	Engine	Army	x	
21 Curtis	Rick	Engine Maintenance	Army	x	
22 Johnson	Frederick	Engine	Army	x	
23 Scott	Clarence	Engine	Army	x	
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HMMA Veterans Day Recognition

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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Eubanks	Stephen	Quality Improvement	Navy	X	
2 Graham	Kevin	Quality Control	Marine Corps	X	
3 Newberry	Jeff	Quality Control	Navy	X	
4 Lewis	Phil	Quality Control	Marine Corps	X	
5 Turner	Isaac	Quality Control	Air Force	X	
6 Moore	Andrew	Quality Control	National Guard	X	
7 Williams	Arthur	Quality Control	Army	X	
8 Gardner	Bryant	Quality Control	Marine Corps	X	
9 Waters	David	Quality Control	National Guard	X	
10 James	Dennis	Quality Control	Air Force	X	
11 Nelms	Herbert	Quality Control	National Guard	X	
12 Walker	LaShunda	Quality Control	Air Force	X	
13 Elliot	Patrick	Quality Control	Marine Corps	X	
14 Townsend	Richard	Quality Control	Air Force	X	
15 Leavitt	Wilfred	Quality Control	Army	X	
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HMMA Veterans Day Recognition

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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Payne	Taraka	QC	Army		X
2 Haynes	Richard	QC	Marine Corps	X	
3 White	Ben	QC	Marine Corps	X	
4 Prince	Andre	QC	Navy	X	
5 Obenauf	David	QC	Navy	X	
6 Brown	Chris	QC	Marine Corps	X	
7 Shakespeare	Tiffany	QC	Army	X	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Payne	Taraka	QC	Army		X
2 Haynes	Richard	QC	Marine Corps	X	
3 White	Ben	QC	Marine Corps	X	
4 Prince	Andre	QC	Navy	X	
5 Obenauf	David	QC	Navy	X	
6 Brown	Chris	QC	Marine Corps	X	
7 Shakespeare	Tiffany	QC	Army	X	
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HIMMA Veterans Day Recognition

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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Shultz	Christian	QC	Army	X	
2	Grady	Arthur	QC	Marine Corps	X	
3	Gear	Danny	QC	Marine Corps	X	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Batts	Larry	Quality Control	Air Force	X	
2 Milliner	Stacey	Quality Control	Army	X	
3 Pitts III	Booker	Quality Control	Army	X	
4 Valladdingham	Joseph	Quality Control	Army	X	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Shultz	Christian	QC	Army		X
2 Grady	Arthur	QC	Marine Corps	X	
3 Gear	Danny	QC	Marine Corps	X	
4					
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	Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1	Batts	Larry	Quality Control	Air Force	X	
2	Milliner	Stacey	Quality Control	Army	X	
3	Pitts III	Booker	Quality Control	Army	X	
4	Valladingham	Joseph	Quality Control	Army	X	
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Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Eubanks	Stephen	Quality Improvement	Navy	X	
2 Graham	Kevin	Quality Control	Marine Corps	X	
3 Newberry	Jeff	Quality Control	Navy	X	
4 Lewis	Phil	Quality Control	Marine Corps	X	
5 Turner	Isaac	Quality Control	Air Force	X	
6 Moore	Andrew	Quality Control	National Guard		X
7 Williams	Arthur	Quality Control	Army	X	
8 Gardner	Bryant	Quality Control	Marine Corps	X	
9 Waters	David	Quality Control	National Guard	X	
10 James	Dennis	Quality Control	Air Force	X	
11 Neims	Herbert	Quality Control	National Guard		X
12 Walker	LaShunda	Quality Control	Air Force	X	
13 Elliot	Patrick	Quality Control	Marine Corps	X	
14 Townsend	Richard	Quality Control	Air Force	X	
15 Leavitt	Wilfred	Quality Control	Army	X	
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HMMA Veteran's Day Recognition

During the week of November 7-11, 2005 HMMA will recognize Team Members who are veterans or currently active in the military. If you would like to be recognized during this time please print your information below. This information should be returned to the Diversity Department no later than Friday, October 28, 2005. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 JAMES	DENNIS	QC LINE INSPECTOR	US AF	✓	
2 LEAVITT	WELFRED	QC LINE INSPECTOR	ARMY	✓	
3 GARDNER	BRYANT	QC LINE INSPECTOR	USMC	✓	
4 NELMS	WEBBERT	QC LINE INSPECTOR	ARMY	✓	
5 WALKER	J.A. SHINDA	QC LINE INSPECTOR	USAF	✓	
6 TOWNSEND	DEHARS	QC LINE INSPECTOR	USAF	✓	
7 WATERS	DAVID	QC LINE INSPECTOR	ARMY N.G.	✓	
8 WILLETT	ARTHUR	QC LINE INSPECTOR	ARMY	✓	
9 MOORE	ANDREW	QC LINE INSPECTOR	ARMY N.G.	✓	
10 JEWELLERY	JEFF	QC	US NAVY	✓	
11 JONES	RODRIGUEZ	QC	ARMY N.R. GUARD	X	
12 SHANES LEARIE	TIFFANY	QC	ARMY NATIONAL GUARD	X	
13 BOATWELL	BEN	QC	US AIR FORCE	✓	
14 HAYNES	RICHARD		USMC	✓	
15 BROWN	CHRISTOPHER		ARMY	✓	
16 DINTS III	BOOKER		ARMY	✓	
17 BATT	LARRY		AIR FORCE	✓	
18 JONES	SNAP		ARMY	✓	
19 GRAHAM	KEVIN		USMC	✓	
20 TURNER	ISAAC		AIR FORCE	✓	
21 GRAY	DARLENE		ARMY RESERVE	✓	
22 ENGLISH	DARLENE		USMC	✓	
23					
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HMMA Veteran's Day Recognition

During the week of November 7-11, 2005 HMMA will recognize Team Members who are veterans or currently active in the military. If you would like to be recognized during this time please print your information below. This information should be returned to the Diversity Department no later than Friday, October 28, 2005. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
JAMES	Devin	QC LINE INSPECTOR	U.S. AIR FORCE	✓	
LEAVITT	WELZED	QC LINE INSPECTOR	ARMY	✓	
GARDNER	BRYANT	QC LINE INSPECTOR	U.S. MARINES	✓	
NELMS	HEBERT	QC LINE INSPECTOR	ARMY	✓	
WALKER	LASHONDA	QC LINE INSPECTOR	U.S. AIR FORCE, N.G.	✓	
TOWNSEND	Richards	QC LINE INSPECTOR	U.S. AIR FORCE	✓	
WATERS	DAVID	QC LINE INSPECTOR	ARMY, N.G.	✓	
WILHAMS	ARTHUR	QC LINE INSPECTOR	ARMY	✓	
MOORE	ANDREW	QC LINE INSPECTOR	ARMY, N.G.	✓	
NEUBERG	JEFF	QC LINE INSPECTOR	U.S. NAVY	✓	
JONES	RODRIGUEZ	QC	ARMY NATIONAL GUARD	X	
SHAWNEE	TIFFANY	QC	ARMY NATIONAL GUARD	X	
WATKINS	BEN	QC	U.S. AIR FORCE	✓	
HAYNES	RICHARD		U.S. MARINES	✓	
BROWN	CHARLES		U.S. MARINES	✓	
DINTS II	BOOKER		ARMY	✓	
BATTIS	LARRY		AIR FORCE	✓	
WILLIAMS	SNACELY		ARMY	✓	
GRAHAM	KEVIN		U.S. MARINES	✓	
TURNOE	ISAAC		AIR FORCE	✓	
CRAVEN	DAEYLE		ARMY RESERVE	✓	
ELLIOTT	PATRICK		U.S. MARINES	✓	
23					
24					
25					

HMMMA Veteran's Day Recognition

During the week of November 7-11, 2005 HMMMA will recognize Team Members who are veterans or currently active in the military. If you would like to be recognized during this time please print your information below. This information should be returned to the Diversity Department no later than Friday, October 28, 2005. Thank you.

Last Name	First Name	Dept/Div.	Branch of Service	Veteran	Active
1 Wilson	Omar	Production Control	US ARMY	X	
2 Powell	Antonio	Production Control	US National Guard	X	X
3 Wright	Lashonda	Production Control	US ARMY	X	
4 Richards	Howard	Production Control	US ARMY	X	
5 Davis	Fred	Production Control	US ARMY	X	
6 Phillips	Benny	Production Control	US Navy	X	
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Jerry Dees v. HMMA and HMA
2:07-cv-00306-MHT-CSC

EXHIBIT B

**Defendants' Responses to Plaintiff's
Objections to Defendants' Exhibit List**



OFFICE OF THE ASSISTANT SECRETARY OF DEFENSE
NATIONAL COMMITTEE FOR EMPLOYER SUPPORT
OF THE GUARD AND RESERVE
1555 WILSON BOULEVARD SUITE 200
ARLINGTON VA 22209-2405

April 24, 2007

Mr. Ahn
Hyundai Motor Manufacturing of Alabama
700 Hyundai Blvd
Montgomery, AL 36105

Dear Mr. Ahn:

Congratulations! Your employee, Steven Wilburn, has nominated your firm for the 2007 Secretary of Defense Employer Support Freedom Award. The Freedom Award is the highest honor the Department of Defense bestows in recognition of the outstanding support America's employers provide to their employees serving in the National Guard and Reserve. Only members of the National Guard and Reserve or their family members are permitted to nominate employers for the Freedom Award, which makes this award particularly unique and prestigious.

This year, Employer Support of the Guard and Reserve (ESGR) received over 1,100 nominations for the Freedom Award and competition will be very keen. A national selection board comprised of senior Defense officials and business leaders will select up to 15 recipients of this year's Freedom Award, which will be presented at a gala banquet at the Ronald Reagan Building and International Trade Center in Washington, D C. on September 12th. I wish you the best of luck!

The Department of Defense shares a common resource, the men and women of the National Guard and Reserve, with America's employers, making you an integral part of our national security. Regardless of whether your firm is chosen as one of the 15 Freedom Award recipients, you should be proud of the fact that Steven Wilburn was grateful for your support and took the time to nominate you for this award.

On behalf of the Department of Defense and a grateful nation, thank you for all that you do.

L. Gordon Sumner, Jr., PhD
Executive Director



Jerry Dees v. HMMA and HMA
2:07-cv-00306-MHT-CSC

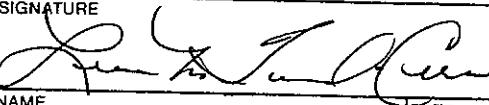
EXHIBIT C

**Defendants' Responses to Plaintiff's
Objections to Defendants' Exhibit List**

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

To all to whom these presents shall come. Greeting:

By virtue of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal of the National Archives and Records Administration, that the attached reproduction(s) is true and correct copy of documents in his custody.

SIGNATURE	
	
NAME	DATE
JAMES J. MCSWEENEY	3/14/2008
TITLE	
Regional Administrator	
NAME AND ADDRESS OF DEPOSITORY	
National Archives and Records Administration Southeast Region Federal Records Center 4712 Southpark Boulevard Ellenwood, GA 30294	

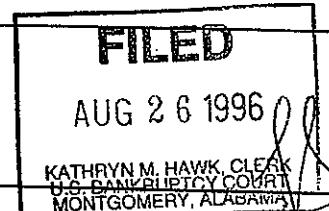
NA FORM 13040 (10-86)



Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA
Bankruptcy Court - Post Office Box 1248, Montgomery, AL 36192
Petition for Relief under chapter 7 of Title 11, U.S. Code, filed by or
against the below-named Debtor(s) on April 1, 1996:
OR: **JERRY LEON DEES, JR of 10567 US HWY 82, MAPLESVILLE AL**
36750, SSAN:418-08-9640
OT. DEBTOR: **KATHERINE Y DEES, SSAN:539-98-5505**

CASE NO. 96-01396-APG-7

**JERRY LEON DEES, JR
10567 US HWY 82
MAPLESVILLE AL 36750**



ORDER AND NOTICE
BY THE COURT

ORDER CLOSING ESTATE AND DISCHARGING TRUSTEE

The estate of the above named Debtor having been
fully administered, it is ORDERED that:

1. The accounts and report of the Trustee are hereby approved.
2. The Trustee be and is hereby discharged as trustee of the estate of the above named Debtor and the bond is cancelled; and
3. The Chapter 7 case of the above named Debtor is closed.

Dated: AUG 26 1996

Apex Jordan
U. S. Bankruptcy Judge

11

Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA
 BUPTCY COURT - POST OFFICE BOX 1248, MONTGOMERY, AL 36192
 Action for Relief under chapter 7 of Title 11, U.S. Code, filed by or
 against the below-named Debtor(s) on April 1, 1996:
 TOR: JERRY LEON DEES, JR of 10567 US HWY 82, MAPLESVILLE AL
 36750, SSAN:418-08-9640
 JT. DEBTOR: KATHERINE Y DEES, SSAN:539-98-5505

CASE NO. 96-01396-APG-7

JERRY LEON DEES, JR
 10567 US HWY 82
 MAPLESVILLE AL 36750

FILED

JUL 24 1996

ORDER AND NOTICE
BY THE COURT

(Form B18J, 12/94 Revision)

KATHRYN M. HAWK, CLERK
U.S. BANKRUPTCY COURT
MONTGOMERY, ALABAMA

DISCHARGE OF JOINT DEBTORS

It appears that the persons named above have filed a petition commencing a joint case under Title 11, United States Code on 04/01/96, that an order for relief was entered under chapter 7, and that no complaint objecting to the discharge of the debtors was filed within the time fixed by the court or that a complaint objecting to discharge of one or both of the debtors was filed and, after due notice and hearing, was not sustained].

IT IS ORDERED THAT:

1. The above-named debtors are released from all dischargeable debts.

Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtors with respect to any of the following:

(a) debts dischargeable under 11 U.S.C. § 523;

(b) unless heretofore or hereafter determined by order of this court to be non-dischargeable, debts alleged to be excepted from discharge under clauses (2), (6), and, in cases filed on or after October 22, 1994, (15) of 11 U.S.C. § 3(a);

(c) debts determined by this court to be discharged.

All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from instituting or continuing any action or employing any process or engaging any act to collect such debts as personal liabilities of the above-named debtors.

JUL 24 1996

CERTIFICATE OF MAILING

The undersigned Deputy Clerk of the United States Bankruptcy Court for the Middle District of Alabama, hereby certifies that a copy of the document on which this stamp appears was mailed this date to all parties in interest herein as required by the Bankruptcy Code and Rules of Bankruptcy Procedure.

BY THE COURT

Apapelsordm
United States Bankruptcy Judge

DATED:

7-24-96 *JLH*
Deputy Clerk

10

Form 1. VOLUNTARY PETITION

UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF ALABAMA		VOLUNTARY PETITION														
IN RE (Name of debtor-If individual, enter: Last, First, Middle) Dees, Jerry Leon, Jr ALL OTHER NAMES used by the debtor in the last 6 years (include married, maiden, and trade names) None		NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle) Dees, Katherine Y. ALL OTHER NAMES used by the joint debtor in the last 6 years (include married, maiden, and trade names) None														
SOC. SEC./TAX I.D. NO. (If more than one, state all) 418-08-9640 STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code) 10567 US Hwy 82 Maplesville, AL 36750		SOC. SEC./TAX I.D. NO. (If more than one, state all) 539-98-5505 STREET ADDRESS OF JOINT DEBTOR (No. and street, city, state, and zip code) 10567 US Hwy 82 Maplesville, AL 36750														
COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS Chilton		COUNTY OF RESIDENCE OR PRINCIPAL PLACE OF BUSINESS Chilton														
MAILING ADDRESS OF DEBTOR (If different from street address) N/A		MAILING ADDRESS OF JOINT DEBTOR (If different from street address) N/A														
LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR (If different from addresses listed above)		VENUE (Check one box) <input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.														
INFORMATION REGARDING DEBTOR (Check applicable boxes)																
TYPE OF DEBTOR <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Joint (Husband & Wife) <input type="checkbox"/> Partnership <input type="checkbox"/> Other		CHAPTER OR SECTION OF BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Sec. 304-Case Ancillary to Foreign Proceeding														
NATURE OF DEBT <input checked="" type="checkbox"/> Non-Business/Consumer A. TYPE OF BUSINESS (Check one box) <input type="checkbox"/> Farming <input type="checkbox"/> Professional <input type="checkbox"/> Retail/Wholesale <input type="checkbox"/> Railroad		FILING FEE (Check one box) <input type="checkbox"/> Filing fee attached <input type="checkbox"/> Filing fee to be paid in installments. (Applicable to individuals only.) Must attach signed application for the court's consideration certifying that the debtor is un- able to pay fee except in installments. Rule 1006(b); see Official Form No. 3.														
B. BRIEFLY DESCRIBE NATURE OF BUSINESS		NAME AND ADDRESS OF LAW FIRM OR ATTORNEY Boggs & Hill P.O. Box 597 Clanton, AL 35046 Telephone No. (205) 755-0638														
NAME(S) OF ATTORNEY(S) DESIGNATED TO REPRESENT THE DEBTOR William P. Boggs																
<input type="checkbox"/> Debtor is not represented by an attorney																
STATISTICAL/ADMINISTRATIVE INFORMATION (28 U.S.C. § 604) (Estimates only) (Check applicable boxes)																
<input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.																
ESTIMATED NUMBER OF CREDITORS <table border="1"> <tr> <td>1-15</td> <td>16-49</td> <td>50-99</td> <td>100-199</td> <td>200-999</td> <td>1000-over</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			1-15	16-49	50-99	100-199	200-999	1000-over	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1-15	16-49	50-99	100-199	200-999	1000-over											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
ESTIMATED ASSETS (in thousands of dollars)																
<table border="1"> <tr> <td>Under 50</td> <td>50-99</td> <td>100-499</td> <td>500-999</td> <td>1000-9999</td> <td>10,000-99,999</td> <td>100,000-over</td> </tr> <tr> <td><input type="checkbox"/></td> </tr> </table>			Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
ESTIMATED LIABILITIES (in thousands of dollars)																
<table border="1"> <tr> <td>Under 50</td> <td>50-99</td> <td>100-499</td> <td>500-999</td> <td>1000-9999</td> <td>10,000-99,999</td> <td>100,000-over</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Under 50	50-99	100-499	500-999	1000-9999	10,000-99,999	100,000-over										
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
EST. NO. OF EMPLOYEES - CH. 11 & 12 ONLY																
<table border="1"> <tr> <td>0</td> <td>1-19</td> <td>20-99</td> <td>100-499</td> <td>1000-over</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			0	1-19	20-99	100-499	1000-over	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
EST. NO. OF EQUITY SECURITY HOLDERS - CH. 11 & 12 ONLY																
<table border="1"> <tr> <td>0</td> <td>1-19</td> <td>20-99</td> <td>100-499</td> <td>500-Over</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			0	1-19	20-99	100-499	500-Over	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
0	1-19	20-99	100-499	500-Over												
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>												
THIS SPACE FOR COURT USE ONLY \$175.00 pd																
FILED 96 APR - 1 AM 10:29																
RELIEF ORDERED KATHRYN M. HAWK, CLERK U.S. BANKRUPTCY COURT MONTGOMERY, ALABAMA																

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

FILED

96 MAY 10 AM 11:30

KATHRYN M. HAWK, CLERK
U.S. BANKRUPTCY COURT
MONTGOMERY, ALABAMA

IN RE:) CHAPTER 7
JERRY LEON DEES, JR.)
AND KATHERINE Y. DEES,)
DEBTOR(S))

CASE NO. 96-01396

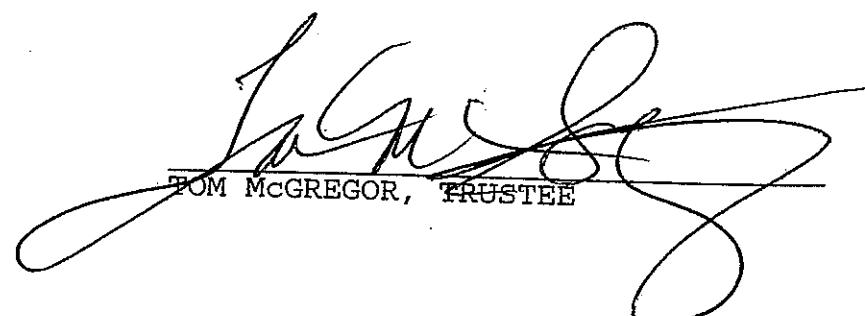
TRUSTEE'S FINAL REPORT OF NO DISTRIBUTION

The below named Trustee reports that a diligent inquiry has been made into the financial affairs of the Debtor(s), and into the existence and location of property belonging to the estate, and that any and all assets are (a) properly declared exempt, or (b) so encumbered by valid liens that they are burdensome to the estate or are of inconsequential value to the estate and are hereby abandoned.

The Trustee states that there is no property available for distribution to creditors from the estate.

The Trustee requests that this Report be approved, that the estate be closed, that the Trustee be discharged from office, and that the bond of the Trustee be canceled and the surety or sureties on the bond be released from further liability on the bond.

MAY 10, 1996


TOM McGREGOR, TRUSTEE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF ALABAMA**

KATHERINE Y. DEES , 96 MAY 10 AM 11:25 CASE NO. 96-01396-APG-7

REAFFIRMATION AGREEMENT

U.S. BANKRUPTCY COURT

MONTGOMERY, ALABAMA

Whereas, on the date my Petition was filed in the United States Bankruptcy Court in the case I, KATHERINE Y. DEES (Debtor), was indebted to Sears (Creditor), on account number 06-51214-58401-3, upon which remains an unpaid balance of \$559.73 secured by personal property sold by the Creditor.

Debtor wishes to retain the property securing the account balance and to continue to use the SearsCharge Account by reaffirming said debt and security agreement.

Debtor promises, reassumes and agrees to be bound by all of the terms and conditions as set forth in the original security agreement, as amended from time to time, with Creditor including applicable finance charges. Debtor agrees to pay the sum of \$559.73 in payments of \$16.00 per month commencing 07/04/96 and on the same date of each and every succeeding month until said sum is fully paid. Creditor agrees to reinstate a line of credit of \$560.00 to the account upon receipt of regular monthly payments for (6) consecutive months including interest at the agreed upon terms.

THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, ANY NON-BANKRUPTCY LAW, OR ANY AGREEMENT THAT IS NOT IN ACCORDANCE WITH THE PROVISION OF THE SECTION 524 (C). THIS AGREEMENT MAY BE RESCINDED AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING WRITTEN NOTICE OF RESCISSION TO CREDITOR AT THE FOLLOWING ADDRESS: P.O. BOX 450087, ATLANTA, GA 31145

DATED:

5-10-96

APPROVED: SEARS

BY:

WFO
Bankruptcy Department

The undersigned hereby declares that I am the Attorney who represented the Debtor during the course of negotiating this Agreement and that this Agreement represents a fully informed and voluntary agreement by the Debtor and does not impose a hardship on the Debtor or a dependent of the Debtor to the best of my knowledge, information and belief. I have fully advised the Debtor of the legal effect and consequences of this agreement and the occurrence of default under this agreement.

5-10-96

Date

Boggs
Debtor's Attorney

ORDER APPROVING REAFFIRMATION AGREEMENT

(Only required if the above Debtor(s) is not represented by an Attorney)

The above Reaffirmation Agreement having come before this Court and the requirement of 11 U.S.C. SEC. 524 having been satisfied, BE IT ORDERED that the above Reaffirmation Agreement is hereby approved. BY THE COURT:

WILLIAM P. BOGGS

POB 597

CLANTON, AL 35045-

BANKRUPTCY JUDGE

(6MO)

SLJ

U.S. Bankruptcy Court for the MIDDLE DISTRICT OF ALABAMA

COURT - POST OFFICE BOX 1248, MONTGOMERY, AL 36192

for Relief under Chapter 7 of Title 11, U. S. Code, filed by

the below-named Debtor(s) on April 1, 1996:

JERRY LEON DEES, JR of 10567 US HWY 82, MAPLESVILLE, AL

36750, SSN: 418-08-9640, EIN: N/A

UT. DEBTOR: KATHERINE Y DEES, SSN: 539-98-5505, EIN: N/A

CASE NO. 96-01396-APG-7

JERRY LEON DEES, JR
10567 US HWY 82
MAPLESVILLE AL 36750

FILED

APR 02 1996

KATHRYN M. HAWK, CLERK
U.S. BANKRUPTCY COURT
MONTGOMERY, ALABAMA

ORDER APPOINTING INTERIM TRUSTEE
AND APPROVING STANDING BOND

IT IS ORDERED AND NOTICE IS HEREBY GIVEN THAT:

1. The following interim trustee is hereby appointed, and the trustee's standing bond is fixed under the general blanket bond heretofore approved.

Tom McGregor
P. O. Box 11092
Montgomery AL 36111

2. The undersigned hereby certifies that on this date a copy of this order was mailed to the above-named trustee and the debtor(s) and all attorneys of record.

FOR THE COURT

Kathryn M. Hawk

Kathryn M. Hawk, Clerk of Court

Dated: April 2, 1996

ACCEPTANCE

I, Tom McGregor, hereby accept appointment as Trustee.

Dated: This _____ day of _____, 19 ____.

Tom McGregor

7

United States Bankruptcy Court

MIDDLE District of ALABAMA

In re Jerry Leon Dees, Jr.
Debtor
Katherine V. Dees
Joint Debtor (if any)Case No. _____
(If known)

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	AMOUNTS SCHEDULED		
			ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	\$18,000.00		
B - Personal Property	Yes	3	\$10,070.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		\$48,547.88	
E - Creditors Holding Unsecured Priority Claims	Yes	2		\$331.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	2		\$8131.65	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			\$801.00
J - Current Expenditures of Individual Debtor(s)	Yes	1			\$703.00
Total Number of Sheets of ALL Schedules ►		14			
Total Assets ►			\$28,070.00		
Total Liabilities ►				\$576,105.53	

Name of Debtor _____

Case No. _____

(Court Use Only)

FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only. Check appropriate box.

A copy of debtor's proposed plan dated _____

Debtor intends to file a plan within the time allowed by statute, rule, or order of the court.

PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (If more than one, attach additional sheet.)

Location Where Filed

None

Case Number

Date Filed

PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THE DEBTOR (If more than one, attach additional sheet.)

Name of Debtor

None

Case Number

Date

Relationship

District

Judge

REQUEST FOR RELIEF

Debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

SIGNATURES

ATTORNEY

X

Signature of Attorney

Boagge

1-19-96

Date

INDIVIDUAL/JOINT DEBTOR(S)

I declare under penalty of perjury that the information provided in this petition is true and correct.

X

Signature of Debtor

1-19-96

Date

X

Signature of Joint Debtor

1-19-96

Date

CORPORATE OR PARTNERSHIP DEBTOR

I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of this petition on behalf of the debtor has been authorized.

X

Signature of Authorized Individual

Print or Type Name of Authorized Individual

Title of Individual Authorized by Debtor to File this Petition

Date

EXHIBIT "A" (To be completed if debtor is a corporation requesting relief under chapter 11.)

Exhibit "A" is attached and made a part of this petition.

TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (See P.L. 98-353 § 322)

I am aware that I may proceed under chapter 7, 11, or 12, or 13 of title 11, United States Code, understand the relief available under each chapter, and choose to proceed under chapter 7 of such title.

If I am represented by an attorney, exhibit "B" has been completed.

X

Signature of Debtor

1-19-96

Date

X

Signature of Joint Debtor

1-19-96

Date

EXHIBIT "B" (To be completed by attorney for individual chapter 7 debtor(s) with primarily consumer debts.)

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that (he, she, or they) may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X

Signature of Attorney

1-19-96

Date

In re Jerry Leon Dees, Jr.

Debtor

Katherine V. Dees

Case No. _____

(If known)

SCHEDULE A—REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G—Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C—Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
4 acres of land with one 1993 Belmont 16 X 80 3 BR mobile home.	Mortgage / Deed (see attached)	J	18,000.00	
	Total ►		\$ 18,000.00	

(Report also on Summary of Assets and Liabilities)

HILTON

Title Not Checked

VALUE-\$ 2570 00

BOOK 0102 PAGE 207

WARRANTY DEEDJOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

KNOW ALL MEN BY THESE PRESENTS; That for and in consideration of ONE AND NO/100 (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to the undersigned grantor, BARTLEY H. GILES, in hand paid by JERRY LEON DEES, JR., AND WIFE, KATHERINE YUN DEES, the receipt whereof is acknowledged, I the said BARTLEY H. GILES, do grant, bargain, sell and convey unto the said JERRY LEON DEES, JR. AND WIFE, KATHERINE YUN DEES, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate to wit:

PLOT #3 - Beginning at the Northwest corner of Lot #2 running North 150 feet to an iron stub on East R.O.W. of Highway 82, thence East at a distance of 322 feet to an iron stub on property line of Ernest Lenoir property, thence running South 150 feet to an iron stub at property line of Ernest Lenoir, thence running West for a distance of 300 feet back to Point of Beginning. All the above described property lies in Southeast 1/4 of Northwest 1/4 in Section 11, Township 20N, Range 12E and containing 1.07 acres, more or less.

PLOT #4 - Beginning at the Northwest Corner of Lot #3, thence running North for a distance of 150 feet to an iron stub on East R.O.W. of State Highway 82, thence East for a distance of 460 feet to an iron stub located on property line of Ernest Lenoir, thence running South 150 feet to an iron stub located on property line of Ernest Lenoir, thence running West for 322 feet back to point of beginning. All the above property described lying in the Southeast 1/4 of Northwest 1/4, Section 11, Township 20N, Range 12E, containing approximately 1.35 acres more or less.

PLOT #5 - Beginning at the Northwest corner of Lot #4, thence running North for a distance of 150 feet to an iron stub located on East R.O.W. of State Highway 82, thence East for a distance of 488 feet to an iron stub located on the 40 line of Ernest Lenoir property, thence South 150 feet to an iron stub on the 40 property line of Ernest Lenoir, thence running West for a distance of 460 feet back to the Point of Beginning. All the described property lying in Southeast 1/4 of the Northwest 1/4 in Section 11, Township 20N, Range 12E and containing 1.63 acres, more or less.

TO HAVE AND TO HOLD unto the said JERRY LEON DEES, JR. AND WIFE, KATHERINE YUN DEES, for and during their joint lives and upon the death of either of them, then to the survivor of them

Katherine Dees Pick up

In re Jerry Leon Dees, Jr.
 Debtor Katherine Dees

Case No. _____

(If known)

SCHEDULE B—PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C—Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G—Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		Cash	J	150.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking account at The Peach Tree Bank in Maplesville, AL	J	20.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	✓			
4. Household goods and furnishings, including audio, video, and computer equipment.	✓	Household Goods and Effects	J	3,000.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.	✓		J	100.00
6. Wearing apparel.		Clothing		
7. Furs and jewelry.	✓		H	50.00
8. Firearms and sports, photographic, and other hobby equipment.		1 22 Auto-Rifle		
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	✓			
10. Annuities. Itemize and name each issuer.	✓			

In re
Jerry Leon Dees, Jr.
Katherine V. Dees

Debtor

Case No. _____
(If known)

SCHEDULE B—PERSONAL PROPERTY

(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	✓			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	✓			
13. Interests in partnerships or joint ventures. Itemize.	✓			
14. Government and corporate bonds and other negotiable and non-negotiable instruments.	✓			
15. Accounts receivable.	✓			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	✓			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	✓			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	✓			
19. Contingent and non-contingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	✓			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counter-claims of the debtor, and rights to setoff claims. Give estimated value of each.	✓			
21. Patents, copyrights, and other intellectual property. Give particulars.	✓			
22. Licenses, franchises, and other general intangibles. Give particulars.	✓			

Leon Dees, Jr.
Katherine V. Dees
Debtor

Case No. _____ (If known)

SCHEDULE B—PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Automobiles, trucks, trailers, and other vehicles and accessories.		1992 Nissan Sentra 1978 Dodge Pick-up.	J H	6,000.00 750.00
24. Boats, motors, and accessories.	✓			
25. Aircraft and accessories.	✓			
26. Office equipment, furnishings, and supplies.	✓			
27. Machinery, fixtures, equipment, and supplies used in business.	✓			
28. Inventory.	✓			
29. Animals.	✓			
30. Crops—growing or harvested. Give particulars.	✓			
31. Farming equipment and implements.	✓			
32. Farm supplies, chemicals, and feed.	✓			
33. Other personal property of any kind not already listed. Itemize.	✓			

Total ►

10,070.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

0

continuation sheets attached

In re

Jerry Leon Dees, Jr.
Katherine Y. Dees
Debtor

Case No. _____

(If known)

A

SCHEDULE C—PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:

(Check one box)

11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.

11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local laws where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
4 acres / mobile home	6-10-2	7,500.00	18,000.00
Personal Property / Autos / Household Furnishings	6-10-6		
Future Wages	6-10-7		

Dees
Debtor

Case No. _____

(If known)

SCHEDULE D—CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H—Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 5PHS 03370005 9200641 Bank America PO Box 11458 Pensacola, FL 32524	J	1993 Belmont 16x80 Mobile Home				37,529.54 Balance	
		VALUE \$ 18,000.00					
ACCOUNT NO. Bartley H. Giles Route 2 Box 84 Maplesville, AL 36750	J	4 acres				3,256.10	
		VALUE \$ 8,000.00					
ACCOUNT NO. 49519340 American General Finance 1726 E. Main St. Prattville, AL 36067		Rainbow Vac.				1252.12	
		VALUE \$ 400.00					
ACCOUNT NO. 2712662111 The Peoples Bank + Trust PO Box 799 Selma, AL 36701		1992 Nissan Sentra				6510.12	
		VALUE \$ 6,000.00					

continuation sheets attached

Subtotal
(Total of this page) → \$ 48,547.88

Total
(Use only on last page) → \$ 48,547.88
(Report total also on Summary of Schedules.)

In re Jerry Leon Dees, Jr.
Katherine V. Dees
 Debtor

Case No. _____
 (If known)

SCHEDULE E—CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H—Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees, up to a maximum of \$2000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to a maximum of \$2000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

Deposits by individuals

Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(7).

Debtors

Case No. _____

(If known)

Dees Jr.
Mike D. Dees

SCHEDULE E—CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
 (Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	TYPE OF PRIORITY			TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
			CONTINGENT	UNLIQUIDATED	DISPUTED		
ACCOUNT NO. 418-08-9640 State of Alabama Income Tax Division		1994 Income Tax				331.00	
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							

Sheet no. 2 of 2 sheets attached to Schedule of Creditors
Holding Priority Claims.Subtotal
(Total of this page) ► \$331.00Total
(Use only on last page of the completed Schedule E.) ► \$331.00

(Report total also on Summary of Schedules.)

Debtors

Case No.

(If known)

SCHEDULE F—CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured non priority claims to report on this Schedule E.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, OR JOINT	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 2715522111 The Peoples Bank & Trust PO Box 799 Selma, AL 36701	J	Signature Loan				2217.42
ACCOUNT NO. 810-509-8902 JC Penny PO Box 30130 Tampa, FL 33680		Charge Card				694.56
ACCOUNT NO. 4266 5012 0108 2193 Bank One PO Box 182037 Columbus, OH 43218-2037		Charge Card				1953.60
ACCOUNT NO. 0651214584613 Sears Card PO Box 105702 Atlanta, GA 30348		Charge Card				531.33

6 continuation sheets attached

Subtotal ►	\$ 5596.91
Total ►	\$

(Report total also on Summary of Schedules.)

Leon Dees, Jr.
Katherine Y Dees
 Debtor

Case No. _____
 (If known)

SCHEDULE G—EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any time-share interests.

State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease.

Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY, STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

John Dees, Jr.
Catherine Y. Dees
Debtor

Debtor

Case No.

(If known)

SCHEDULE F—CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODETOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM, IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 55474661 NorWest Financial 1217 7th St. S. Clanton, AL 35045		Signature Loan				1719.73
ACCOUNT NO. 07018611 Marvin's Bldg. P.O. Box 997 Pelham, AL 35124		Charge Account				299.50
ACCOUNT NO. 563994010 Credit First National Assoc. P.O. Box 81344 Cleveland, OH 44188-0344		Charge Card				515.51
ACCOUNT NO.						
ACCOUNT NO.						

Sheet no. 2 of 2 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal ➤
(Total of this page)

*2534.74

Total **►** S 8131.65
(chedule E.)

(Use only on last page of the completed Schedule E.) *01/01/00*
(Report total also on Summary of Schedules.)

*In re Jerry Lee Dees, Jr.
Katherine Dees*

Case No. _____
(If known)

SCHEDULE H—CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

In re *Jerry Leon Dees, Jr*
Katherine Y. Dees
 Debtor

Case No. _____
 (If known)

SCHEDULE I—CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE		
	NAMES	AGE	RELATIONSHIP
	Nikita Ann Dees Megan Ruth Dees	9 5	Daughter Daughter
Employment:	DEBTOR		SPOUSE
Occupation	Unemployed		Unemployed - Housewife
Name of Employer			
How long employed			
Address of Employer	December 11- Layed off		

Should be called back 3-196

Income: (Estimate of average monthly income)

Current monthly gross wages, salary, and commissions

(pro rate if not paid monthly.)

Estimated monthly overtime

SUBTOTAL

DEBTOR

SPOUSE

\$ \$

\$ \$

\$ \$

LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
- b. Insurance
- c. Union dues
- d. Other (Specify):

\$ \$

\$ \$

\$ \$

\$ \$

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

SUBTOTAL OF PAYROLL DEDUCTIONS

TOTAL NET MONTHLY TAKE HOME PAY

Regular income from operation of business or profession or farm

(attach detailed statement)

Income from real property

Interest and dividends

Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.

Social security or other government assistance (Specify):

Pension or retirement income

Other monthly income

(Specify)

(Specify)

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ \$

\$ 801.00	\$ 0.00
-----------	---------

(Report also on Summary of Schedules)

TOTAL MONTHLY INCOME \$ 801.00

TOTAL COMBINED MONTHLY INCOME \$ 801.00

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

In re Jerry Leon Dees, Jr.
Katherine Y. Dees
 Debtor

Case No. _____
 (if known)

SCHEDULE J—CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

Rent or home mortgage payment (include lot rented for mobile home)

Are real estate taxes included? Yes _____ No _____

Is property insurance included? Yes _____ No _____

Utilities Electricity and heating fuel

Water and sewer

Telephone

Other

Home maintenance (repairs and upkeep)

Food

Clothing

Laundry and dry cleaning

Medical and dental expenses

Transportation (not including car payments)

Recreation, clubs and entertainment, newspapers, magazines, etc.

Charitable contributions

Insurance (not deducted from wages or included in home mortgage payments)

Homeowner's or renter's

Life

Health

Auto

Other

Taxes (not deducted from wages or included in home mortgage payments)

Specify)

Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)

Auto

Other

Other

Alimony, maintenance, and support paid to others

Payments for support of additional dependents not living at your home

Regular expenses from operation of business, profession, or farm (attach detailed statement)

Other

TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)

(mortgage) 100.

\$ 60.00
 \$ 20.00
 \$ 35.00
 \$ 0.00
 \$ 0.00
 \$ 200.00
 \$ 0.00
 \$ 0.00
 \$ 0.00
 \$ 40.00
 \$ 0.00
 \$ 0.00

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

\$ 703.00

FOR CHAPTER 12 AND 13 DEBTORS ONLY)

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income

\$ 801.00

B. Total projected monthly expenses

\$ 703.00

C. Excess Income (A minus B)

\$ 97.00

D. Total amount to be paid into plan each

\$ _____

(interval)

Young Leon Dees, Jr.
Katherine Y. Dees
Debtor

Case No. _____ (If known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets,
(Total shown on summary page plus 1.)
and that they are true and correct to the best of my knowledge, information, and belief. *[Signature]*

Date 1-19-96

Signature: Debtor

Date 1-19-96

Signature: John Doe (Joint Debtor, if any)

(If joint case, both spouses must sign.)

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date _____

Signature: _____

(Name or type name of individual signing on behalf of debtor.)

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Form 7. STATEMENT OF FINANCIAL AFFAIRS

United States Bankruptcy Court
MIDDLE DISTRICT OF ALABAMAIn re Jerry Leon Dees, Jr.Debtors Katherine V. Dees.Case No. _____
(if known)

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouse filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs.

Questions 1 - 15 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 16 - 21. Each question must be answered. If the answer to any question is "None," or the question is not applicable, mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the two years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or person in control of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any person in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101(30).

To distinguish Husband (H), Wife (W), Joint (J) or Community (C) precede the answer with appropriate symbol. Example: (H) \$10,000.

1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

SOURCE (if more than one)

AMOUNT
\$38,000.00

1994 Employment

38,000.00
0.001995 Employment
1996 Employment

2. Income other than from employment or operation of business

None

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

SOURCE

AMOUNT

None - have filed for unemployment

b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
---	-----------------	-------------	--------------------

4. Suits, executions, garnishments and attachments

a. List all suits to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT AND LOCATION	STATUS OR DISPOSITION
---------------------------------	----------------------	--------------------	-----------------------

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
--	-----------------	-----------------------------------

6. Enclosures and returns

or foreclosure property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CREDITOR OR SELLERDATE OF REPOSSESSION,
FORECLOSURE SALE,
TRANSFER OR RETURNDESCRIPTION
AND VALUE OF
PROPERTY

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY

6. Assignments and receiverships

None

a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF ASSIGNEEDATE OF
ASSIGNMENTTERMS OF
ASSIGNMENT
OR SETTLEMENT

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CUSTODIANNAME AND LOCATION
OF COURT
CASE TITLE & NUMBERDATE OF
ORDERDESCRIPTION
AND VALUE OF
PROPERTY

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY

7. Gifts

None

List all gifts or charitable contributions made within one year immediately preceding the commencement of this case, except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF PERSON
OR ORGANIZATIONRELATIONSHIP
TO DEBTOR,
IF ANYDATE
OF GIFTDESCRIPTION
AND VALUE
OF GIFT

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT

losses from fire, theft, other casualty, or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE

DATE OF PAYMENT,
NAME OF PAYOR IF
OTHER THAN DEBTOR

AMOUNT OF MONEY OR
DESCRIPTION AND VALUE
OF PROPERTY

10. Other transfers

None List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFeree,
RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY
TRANSFERRED
AND VALUE RECEIVED

11. Closed financial accounts

None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF INSTITUTION

TYPE AND NUMBER
OF ACCOUNT AND
AMOUNT OF FINAL BALANCE

AMOUNT AND
DATE OF SALE
OR CLOSING

12. Safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within the year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
--	---	-------------------------	---------------------------------------

13. Setoffs

None

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	----------------	------------------

14. Property held for another person

None

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
---------------------------	-----------------------------------	----------------------

15. Prior address of debtor

None

If the debtor has moved within the two years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME(S) USED	DATES OF OCCUPANCY
---------	--------------	--------------------

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within the two years immediately preceding the commencement of this case.)

16. Nature, location and name of business

None

- a. If the debtor is an individual, list the names and addresses of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the two years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the two years immediately preceding the commencement of this case.
- b. If the debtor is a partnership, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities, within the two years immediately preceding the commencement of this case.
- c. If the debtor is a corporation, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities within the two years immediately preceding the commencement of this case.

NAME AND ADDRESS

NATURE OF BUSINESS

BEGINNING AND ENDING
DATES OF OPERATION

17. Books, records and financial statements

None

- a. List all bookkeepers and accountants who within the six years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

DATES SERVICES RENDERED

NAME AND ADDRESS

None

- b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

DATES SERVICES RENDERED

NAME AND ADDRESS

None

- c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME AND ADDRESS

and address of the two inventories taken immediately preceding the commencement of this case by the debtor.

DATE ISSUED

NAME AND ADDRESS

18. Inventories

None

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

INVENTORY SUPERVISOR

DATE OF INVENTORY

None

b. List the name and address of the person having possession of the records of each of the two inventories reported in a, above.

NAME AND ADDRESSES OF CUSTODIAN
OF INVENTORY RECORDS

DATE OF INVENTORY

19. Current Partners, Officers, Directors and Shareholders

None

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

PERCENTAGE OF INTEREST

NATURE OF INTEREST

NAME AND ADDRESS

None

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP

TITLE

NAME AND ADDRESS

MEMBERSHIP IN THIS PARTNERSHIP OR CORPORATION
NAME OF THIS CASE

ADDRESS

DATE OF WITHDRAWAL

b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

None

[If completed on behalf of an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

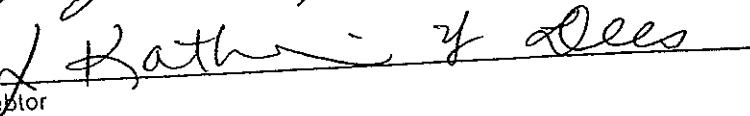
Date 1-19-96

Signature
of Debtor



Date 1-19-96

Signature
of Joint Debtor
(if any)



[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date _____

Signature _____

[An individual signing on behalf of a partnership or corporation must indicate a position or relationship to debtor.]

Print Name and Title _____

continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571

STATEMENT PURSUANT TO RULE 2016(b)

UNITED STATES BANKRUPTCY COURT FOR THE

MIDDLE DISTRICT OF ALABAMA

X

Jerry Leon Dees & Katherine Y. Dees

Case No.

Debtor [set forth here all names including trade names used by Debtor within last 6 years].

Social Security Number X

The undersigned, pursuant to Rule 2016(b) Bankruptcy Rules, states that:

(1) The undersigned is the attorney for the debtor(s) in this case.

750⁰⁰
 \$... - 0 -
 \$... 750 00

(2) The compensation paid or agreed to be paid by the debtor(s) to the undersigned is:

- (a) for legal services rendered or to be rendered in contemplation of and in connection with this case
- (b) prior to filing this statement, debtor(s) have paid
- (c) the unpaid balance due and payable is

Cash

(3) \$ 175⁰⁰ of the filing fee in this case has been paid.

(4) The services rendered or to be rendered include the following:

- (a) analysis of the financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition under title 11 of the United States Code.
- (b) preparation and filing of the petition, schedules, statement of affairs and other documents required by the court.
- (c) representation of the debtor(s) at the meeting of creditors.

(5) The source of payments made by the debtor(s) to the undersigned was from earnings, wages and compensation for services performed, and

(6) The source of payments to be made by the debtor(s) to the undersigned for the unpaid balance remaining, if any, will be from earnings, wages and compensation for services performed, and

(7) The undersigned has received no transfer, assignment or pledge of property except the following for the value stated:

(8) The undersigned has not shared or agreed to share with any other entity, other than with members of undersigned's law firm, any compensation paid or to be paid except as follows:

Respectfully submitted,

Attorney for Petitioners

Debtor's name and address:

William P. Boggs, P.O. Box 597
Clanton, AL 35046 (205) 755-0638

SIGNED STATEMENT OF COMPENSATION: RULE 2016(b)

GRAHAM-PERCE LEGAL PRINTERS • P.O. BOX 1866 • FAIRVIEW HEIGHTS, IL 62206 • PHONE 1-800-851-3899, IN ILLINOIS 1-800-737-1607, 1-618-632-5000

Form 8. CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

UNITED STATES BANKRUPTCY COURT

MIDDLE DISTRICT OF ALABAMA

Case No. _____

re Jerry Leon Dees, Jr
Debtor
Katherine M. Dees

, Chapter _____

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

1. I, the debtor, have filed a schedule of assets and liabilities which includes consumer debts secured by property of the estate.

2. My intention with respect to the property of the estate which secures those consumer debts is as follows:

a. *Property to Be Surrendered.*

Description of Property

Creditor's name

b. *Property to Be Retained. (Check applicable statement of debtor's intention concerning reaffirmation, redemption, or lie avoidance.)*

Description of property	Creditor's name	Debt will be reaffirmed pursuant to § 524(c)	Property is claimed as exempt and will be redeemed pursuant to § 722	Lien will be avoided pursuant to § 522(f) and property will be claimed as exempt
1993 mobile Home			✓	✓
4 acres	Bartley Giles		✓	✓

3. I understand that § 521(2)(B) of the Bankruptcy Code requires that I perform the above stated intention within 45 days of filing this statement with the court, or within such additional time as the court, for cause, within such 45-day period fixes.

Date: 1-19-96

Jerry Dees Jr
Signature of Debtor
Katherine M. Dees

CH7 MINUTES OF SECTION 341 MEETING OF CREDITORS

Case Number

** 96-01396 **

Debtor's Attorney

Attorney Fees

Date of 34
Meeting

Debtor's Name

750.00

DEES, JERRY LEON, JR

BOGGS, W

05/10/96

Joint Debtor

DEES, KATHERINE Y

341 Completed:

(YES)

(NO)

Continued To:

/ /

NEW ADDRESS:

APPEARANCES:

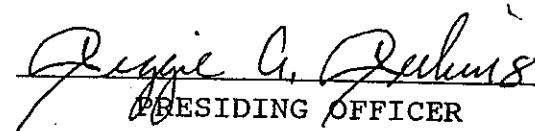
Searls

ASSET:

(YES)

(NO)

NOTES:


REGGIE G. DEEMS
PRESIDING OFFICER

FORM B9A (Rev. 12/94)	United States Bankruptcy Court MIDDLE DISTRICT OF ALABAMA Case Number: 96-01396-APG-7	NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES (Individual or Joint Debtor No Asset Case)	
In re (Name of Debtor) DEES, JERRY LEON, JR DEES, KATHERINE Y		Address of Debtor 10567 US HWY 82 MAPLESVILLE, AL 36750	Soc. Sec./Tax ID Nos. SSN: 418-08-9640 EIN: N/A SSN: 539-98-5505 EIN: N/A
		Date Filed April 1, 1996	
Addressee: JERRY LEON DEES, JR 10567 US HWY 82 MAPLESVILLE AL 36750		Address of the Clerk of the Bankruptcy Court U. S. BANKRUPTCY COURT POST OFFICE BOX 1248 MONTGOMERY, AL 36102-1248	
Name and Address of Attorney for Debtor William P. Boggs P. O. Box 597 Clanton, AL 35045		Name and Address of Trustee Tom McGregor P. O. Box 11092 Montgomery, AL 36111	Telephone Number (205) 755-0638
			Telephone Number (334) 264-2226
DATE, TIME, AND LOCATION OF MEETING OF CREDITORS May 10, 1996, 10:30 A.M., Courtroom No. 2, U. S. Bankruptcy Court, One Court Square, Montgomery, Alabama			
DISCHARGE OF DEBTS July 9, 1996 is the Deadline to File a Complaint Objecting to the Discharge of the Debtor or to Determine Dischargeability of Certain Types of Debts.			

AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS. DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.

COMMENCEMENT OF CASE. A petition for liquidation under chapter 7 of the Bankruptcy Code has been filed in this court by or against the person or persons named above as the debtor, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court, including lists of the debtor's property, debts, and property claimed as exempt are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money or property. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. If unauthorized actions are taken by a creditor against a debtor, the court may penalize that creditor. A creditor who is considering taking action against the debtor or the property of the debtor should review § 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice.

MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. Attendance by creditors at the meeting is welcomed, but not required. At the meeting, the creditors may elect a trustee other than the one named above, elect a committee of creditors, examine the debtor, and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to creditors.

LIQUIDATION OF THE DEBTOR'S PROPERTY. The trustee will collect the debtor's property and turn any that is not exempt into money. At this time, however, it appears from the schedules of the debtor that there are no assets from which any distribution can be paid to creditors. If at a later date it appears that there are assets from which a distribution may be paid, the creditors will be notified and given an opportunity to file claims.

EXEMPT PROPERTY. Under state and federal law, the debtor is permitted to keep certain money or property as exempt. If a creditor believes that an exemption of money or property is not authorized by law, the creditor may file an objection. An objection must be filed not later than 30 days after the conclusion of the meeting of creditors.

DISCHARGE OF DEBTS. The debtor is seeking a discharge of debts. A discharge means that certain debts are made unenforceable against the debtor personally. Creditors whose claims against the debtor are discharged may never take action against the debtor to collect the discharged debts. If a creditor believes that the debtor should not receive any discharge of debts under § 727 of the Bankruptcy Code or that a debt owed to the creditor is not dischargeable under § 523(a)(2), (4), (6), or (15) of the Bankruptcy Code, timely action must be taken in the bankruptcy court by the deadline set forth above in the box labeled "Discharge of Debts." Creditors considering taking such action may wish to seek legal advice.

DO NOT FILE A PROOF OF CLAIM UNLESS YOU RECEIVE A COURT NOTICE TO DO SO

For the Court: /s/ Katherine Hawk, Clerk of Court
Clerk of the Bankruptcy Court

CERTIFICATE OF MAILING

The undersigned Deputy Clerk of the United States Bankruptcy Court for the Middle District of Alabama, hereby certifies that a copy of the document on which this stamp appears was mailed this date to all parties in interest herein as required by the Bankruptcy Code and Rules of Bankruptcy Procedure.

DATED:

4-3-96

Deputy Clerk

MIDDLE DISTRICT OF ALABAMA

Debtor : DEES, JERRY LEON, JR
DEES, KATHERINE Y

Trustee : MCGREGOR, T

1) District	- 1127
2) Office	- 2
3) Docket #	- 9601396
4) Reopen Code	-
5) Judge	- A332
6) Trustee	- McGr
7) Disposition	- 1 - GRANTED
8) Chapter	- 1
9) Chapter Pln. Cnf.	-
10) Chapter 11 Percent	-
11) Future Ch. 11 Payments	- 0
12) Dateclose	- 960826
13) Cash Receipts	- 0.00
14) Total Trustee Comp.	- 0.00
15) Trustee Attorney Fee	- 0.00
16) Other Professional Fee and All Other Expenses	- 0.00
17) Secured Creditors	- 0.00
18) Priority Creditors	- 0.00
19) Unsecured Creditors	- 0.00
20) Equity Security Holders	- 0.00
21) Payments to Debtor	- 0.00
22) Other Distributions (excluding to debtor)	- 0.00

If you do not transmit data electronically, forward this form (BC100B) to:

Administrative Office of U.S. Courts
ATTN: Statistics Division
Washington, DC 20544

CLOSING CHECKLIST
CHAPTER 7 NO-ASSET C 3

1. Report of No-Asset (hold for 30 days before closing).
2. Make sure discharge is entered and done correctly.
3. Adversaries still pending (computer should show).
4. Motions for hearings on reaffirmation without orders.
5. Motions of any kind without orders.
6. Make sure filing fees have been paid.
7. Check conversion cases for everything.
MA
8. Check 341 hearing memo (yellow) to see if 341 hearing was completed.

BANKRUPTCY CASE CLOSING REPORT

MIDDLE DISTRICT OF ALABAMA

Debtor : DEES, JERRY LEON, JR
 DEES, KATHERINE Y

Trustee : MCGREGOR, T

1) District	- 1127
2) Office	- 2
3) Docket #	- 9601396
4) Reopen Code	-
5) Judge	- A332
6) Trustee	- McGr
7) Disposition	- 1 - GRANTED
8) Chapter	- 1
9) Chapter Pln. Cnf.	-
10) Chapter 11 Percent	-
11) Future Ch. 11 Payments	- 0
12) Dateclose	- 960826
13) Cash Receipts	- 0.00
14) Total Trustee Comp.	- 0.00
15) Trustee Attorney Fee	- 0.00
16) Other Professional Fee and All Other Expenses	- 0.00
17) Secured Creditors	- 0.00
18) Priority Creditors	- 0.00
19) Unsecured Creditors	- 0.00
20) Equity Security Holders	- 0.00
21) Payments to Debtor	- 0.00
22) Other Distributions (excluding to debtor)	- 0.00

If you do not transmit data electronically, forward this form (BC100B) to:

Administrative Office of U.S. Courts
 ATTN: Statistics Division
 Washington, DC 20544

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF ALABAMAIn re JERRY LEON JR DEES
418-08-9640

DEBTOR

\$
\$\$ BK NO. 96-01096 BRYAN M. HAWK, CLERK
U.S. BANKRUPTCY COURT
MONTGOMERY, ALABAMA

FILED

96 JUN -3 AM 10: 13

PROOF OF CLAIM

1. The undersigned, who resides in Montgomery, Alabama, is Assistant Counsel for the State of Alabama Department of Revenue and is duly authorized to make this Claim on behalf of the State of Alabama, the claimant herein.

2. The Debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, for the tax specified and in the amount shown below, as follows:

<u>KIND OF TAX AND PERIOD</u>	<u>TOTAL AMOUNT DUE</u>
Income CY 1994	\$ 358.06

3. This liability is based upon taxes, etc., due as a result of Code of Alabama 1975, §40-18-1, et seq.

4. An itemized statement of taxes due is attached hereto.
5. No judgement has been rendered on the claim.
6. The amount of any payments on this claim have been credited and deducted for the purpose of making this proof of claim.
7. This claim is not subject to any setoff or counterclaim.
8. No security interest is held for this claim.
9. This claim is filed as a PRIORITY CLAIM pursuant to 11 U.S.C., §507(a)(8).

STATE OF ALABAMA
DEPARTMENT OF REVENUE
P.O. Box 320001
Montgomery, Alabama 36132-0001
(334) 242-9690

Claim Number
(For Office Use Only)

Mark D. Griffin
MARK D. GRIFFIN, Assistant Counsel

DATED: May 24, 1996

United States Bankruptcy Court

FILED

For the MiddleDistrict of Alabama

95 APR 16 AM 8:47

In re Katherine, Jerry Dees
 Debtor 10567 Hwy 82
Maplesville, Al 36750

Case No.

96-01386-APB-7
 MONTGOMERY, ALABAMA

PROOF OF CLAIM

1. [If claim is made by agent] The undersigned is the agent of American General Finance, INC.

1726 E. Main Street
Prattville Al 36066

(office mailing address)

, and is authorized to make this proof of claim on behalf of the claimant.

2. The debtor was, at the time of the filing of the petition initiating this case, and still is indebted [or liable] to this claimant, in the sum of \$ 1180.58.

3. The consideration for this debt [or ground of liability] is as follows: See attached copy of note.

4. [If the claim is founded on writing] The writing on which this claim is founded (or a duplicate thereof) is attached hereto [or cannot be attached for the reason set forth in the statement attached hereto].

5. [If appropriate] This claim is founded on an open account, which became [or will become] due on _____, as shown by the itemized statement attached hereto. [Open end (OEL) or revolving loans only.]

Unless it is attached hereto or its absence is explained in an attached statement, no note or other negotiable instrument has been received for the account or any part of it.

6. No judgment has been rendered on the claim except _____.

7. The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. This claim is not subject to any setoff or counterclaim except _____.

9. No security interest is held for this claim except see attached security agreement.

[If security interest in property of the debtor is claimed] The undersigned claims the security interest under the writing referred to in paragraph 4 hereof [or under a separate writing which (or a duplicate of which) is attached hereto, or under a separate writing which cannot be attached hereto for the reason set forth in the statement attached hereto]. Evidence of perfection of such security interest is also attached hereto.

10. This claim is a general unsecured claim, except to the extent that the security interest, if any, described in paragraph 9 is sufficient to satisfy the claim. [If priority is claimed, state the amount and basis thereof.]

11. The undersigned claims interest from the date of filing under the writing referred to in paragraph 4 hereof.

12. The arrears at time of filing [or as of 4/15/96] are as follows: account up to date
292.61 through April

The undersigned claims any allowable interest on these arrears.

The undersigned hereby rejects [or accepts] the debtor's plan [Chapter 11, 12, 13 cases only].

13. This claim is filed as SECURED UNSECURED.

\$ 1180.58
 Total Amount Claimed

Claim Number
(For Office Use Only)Name of Creditor: American General Finance, INC.
 (Print or Type Full Name of Creditor)

Dated: 4/15/96 Signed: Elton West

Penalty for Presenting Fraudulent Claim. Fine of not more than \$5,000 or imprisonment for not more than 5 years or both—Title 18, U.S.C. §152.

*State mailing address.

Annual Percentage Rate The cost of your credit as a yearly rate.		Creditor's name and address. (Seller) (I, me, we, us or our)		
NNUAL ERCENTAGE RATE The cost of your credit as a yearly rate.		11/11/04		
FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The cost of your purchase on credit, including your downpayment of	
\$ 314.88	\$ 1350.00	\$ 1614.88	\$ 1350.00	
Your payment schedule will be A first payment of \$ 161.37 on 11/11/04 and 23 payments of \$ 161.37 on the same day of each month thereafter.				
Security: You are giving a security interest in the goods or property being purchased.				
late Charge: If a payment is more than 10 days late, you will be charged 5% of the part of the payment which is late, but not more than \$100.00. late Charge: If a payment is more than 10 days late, you will be charged 5% of the part of the payment which is late, but not more than \$100.00. late Charge: If a payment is more than 10 days late, you will be charged 5% of the part of the payment which is late, but not more than \$100.00.				
Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge. See below and on reverse side for additional information about non-payment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.				
Description of Goods and/or Services		Manufacturer	Model No.	Serial No.
ITEM 1 ITEM 2			86314	\$ 1989.00
			1456318	\$
				\$
				Sales Tax \$ 76.72
ITEMIZATION OF AMOUNT FINANCED				
1. CASH PRICE (including any sales tax) \$ 1350.00				
2. DOWN PAYMENT				
A. Cash Down Payment \$ 161.37				
B. Trade-In \$				
(describe)				
C. Total Down Payment \$ 161.37				
3. UNPAID BALANCE OF CASH PRICE (1 minus 2) \$				
4. NET UNPAID BALANCE OF PRIOR CONTRACT \$				
5. AMOUNTS PAID TO OTHERS ON YOUR BEHALF				
A. To Insurance Companies				
1. For Single Credit Life \$ 161.37				
2. For Joint Credit Life \$ 161.37				
3. For Credit Disability \$ 161.37				
4. For Personal Property \$ 161.37				
5. For Non-Filing \$ 161.37				
6. Other \$ 161.37				
B. To Public Officials \$ 161.37				
C. Taxes not included in cash price \$ 161.37				
D. Other \$ 161.37				
TOTAL PAID TO OTHERS ON YOUR BEHALF \$ 161.37				
6. AMOUNT FINANCED (3 plus 4 plus 5) \$ 1350.00				
<input type="checkbox"/> IF CHECKED THIS CONTRACT MAY BE PAID IN FULL WITHIN MONTHS FROM DATE OF CONTRACT AND ANY ACCRUED FINANCE CHARGE WILL BE WAIVED, SUBJECT TO A NON-REFUNDABLE PREMIUM FOR NON-FILING INSURANCE. IF YOU DO NOT PAY THIS CONTRACT IN FULL WITHIN THE TIME PERIOD SHOWN, THEN THE FINANCE CHARGE BEGINS TO ACCRUE FROM THE DATE OF THIS CONTRACT.				
CREDIT LIFE AND DISABILITY INSURANCE: If you elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policy or certificates issued by the insurance company.				
CREDIT PROPERTY INSURANCE: If the original amount financed in this agreement (less insurance charges) and the value of the goods to be insured both exceed \$300.00, you agree to keep the goods described above insured to our satisfaction. You have the option to provide such insurance through anyone you want or through an existing policy. If property insurance must be obtained at the time this agreement is signed, you may purchase it through any insurance company or agent of your choice. If you fail to keep the goods satisfactorily insured during the term of this agreement, you hereby authorize us, at our option, to purchase any required insurance. We may either request immediate reimbursement from you for the cost of such insurance or may add the insurance premium to the unpaid balance on this agreement and charge interest on it at the Annual Percentage Rate. Any property insurance available through us does not include liability insurance of any kind. Unless a charge is shown for property insurance, none is sold under this agreement. Property insurance is available through us at a cost of \$ for a term of months.				
PROMISE TO PAY: You agree to pay us the amount shown as "Total of Payments" in consecutive monthly installments commencing on the first due date as shown above and on the same day of each succeeding month until paid in full.				
<input checked="" type="checkbox"/> If checked the following notice applies: BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ACCOMPANYING NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.				
NOTICE TO BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Agreement you sign. 3. Under the law, among others, you have the right to pay off in advance, the full amount due and under certain conditions to obtain a partial refund (based on a table of refunds which may be examined by the Buyer) of the finance charge, and under certain conditions to redeem the property repossessed for a default. 4. The Seller retains a security interest in the subject matter of this agreement.				
Acceptance and Assignment: The foregoing contract is hereby accepted by the Seller named below and is assigned to AMERICAN GENERAL FINANCE, INC. in accordance with the terms of the assignment set forth on the reverse side hereof, and with the terms of any written Dealer Agreement Seller has entered into with AMERICAN GENERAL FINANCE, INC.				
Executed by the parties hereto this 20th day of April 1995				
Seller: <i>John Elliott</i> SEALER/ASSIGNOR (Dealer) Title: Owner				
Customer acknowledges receipt of a copy of this contract and that it is completely filled in and approved by the Customer prior to the execution of this contract.				
Dated this 11/11/04 day of November 2004				
CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.				
Buyer: (Single Credit Life, if included, covers _____) Buyer: (Joint Term Insurance included, covers _____)				
SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS				

United States Bankruptcy Court		96-01396-APC	APR 5 1996								
MIDDLE	District of <u>ALABAMA</u>		KATHRYN L. HAWK, CLERK U.S. BANKRUPTCY COURT MONTGOMERY, ALABAMA								
In re (Name of Debtor) JERRY L. DEES, JR.		Chapter 7 <u>xx</u> 11 <u> </u> 12 <u> </u> 13	THIS SPACE IS FOR COURT USE ONLY DEPUTY CLERK								
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.											
Name of Creditor (The person or other entity to whom the debtor owes money or property) THE PEOPLES BANK & TRUST CO.											
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 2715522111		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____									
<p>1. BASIS FOR CLAIM</p> <p><input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly)</p> <p><input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)</p>											
2. DATE DEBT WAS INCURRED 3/2/94		3. IF COURT JUDGMENT, DATE OBTAINED:									
<p>4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.</p> <table border="0"> <tr> <td><input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)</td> <td><input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)</td> </tr> </table> <p>Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____</p> <p>XXUNSECURED NONPRIORITY CLAIM \$ 2,401.72 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.</p>				<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)	<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)						
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly)	<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan—U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(8)—(Circle applicable §)										
<p>5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ 2,401.72</p> <table border="0"> <tr> <td>\$ 2,401.72</td> <td>\$ _____</td> <td>\$ _____</td> <td>\$ 2,401.72</td> </tr> <tr> <td>(Unsecured)</td> <td>(Secured)</td> <td>(Priority)</td> <td>(Total)</td> </tr> </table> <p><input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.</p>				\$ 2,401.72	\$ _____	\$ _____	\$ 2,401.72	(Unsecured)	(Secured)	(Priority)	(Total)
\$ 2,401.72	\$ _____	\$ _____	\$ 2,401.72								
(Unsecured)	(Secured)	(Priority)	(Total)								
<p>6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.</p> <p>7. SUPPORTING DOCUMENTS: <i>Attach copies of supporting documents</i>, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.</p> <p>8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.</p>											
DATE APRIL 5, 1996		<p>Creditor's Name THE PEOPLES BANK & TRUST CO.</p> <p>Address 310 BROAD STREET SELMA, ALABAMA 36703</p> <p>By: Leslie Burnside (Signature) (Signature of individual, Attorney, Agent or Party authorized to make proof of claim)</p>									

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH COURT UNLESS CLAIM IS FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

(City) (State) (Zip)

002715522111 MR JERRY L DEES JR
 REBATE INT 2.217.42 CONTRACT DATE 03/02/94 LOAN STATUS
 REBATE INS 25.02 ADVANCE DATE 03/02/94 PROCESS STANT MORNIN OF 1
 INS DUE 3.17 MATURITY DATE 09/09/96 REMAIN TERM 004
 .00 NON-ACCR DATE 00/00/00 NON-ACCR STAT ACCRUING
 ESCROW AMT LAST TRAN DATE 03/19/96 INTEREST TYPE ADD-ON
 LATE FEES 184.30 LST MAINT DATE 03/04/94 REPYMT METHOD COUPON BOOK
 LOAN FEES .00 LAST PRIN TRAN 12/20/95 EARN METHOD 78THS
 PREPYMT PEN .00 RIGHT TO CURE 00/00/00 REBATE METHOD 78THS
 PAYOFF 1 2.373.53 ACCR THRU DATE 04/03/96 BOUGHT LOAN NO
 PAYOFF 2 2.384.81 PAYOFF CHANGE 05/02/96 RENEGLIATED NO
 PAST DUE 739.14 PYMTS PAID TO 12/09/95 DAYS PAST DUE 085
 NEXT DUE 246.38 NEXT PYMT DATE 01/09/96 PYMTS REMAIN 0009
 LAST PYMT 250.00 LAST PYMT DATE 12/20/95 PYMTS PAID 0021
 PARTIAL PD .00 ACCRUAL BASE 365/365 CUSTOMER TYPE
 SUBDZ PYMT .00 AFR 13.49800 OFFICER BWM
 LOAN AMT 7.391.40 BRANCH 0027 EXTENSIONS 00
 NON-ACCR .00 CLASS 6B RENEWALS 00
 MIN EARN 1.00 COLL CODE 01 ***** TIMES LATE *****
 REBATE RES AMT FINCD 6.227.68 DIRECT/INDIR DIRECT 05 11 15 30 60 90
 AMT FINCD .41700 INTEREST RATE 13.49800 24 22 19 4 1 0
 PER DIEM
 PL DISPLAY LOAN BANK 004

(FWD)

SEC/UNSEC 78THS

002715522111 MR JERRY L DEES JR
 ACCUMULATED TRANSACTIONS

SEQ	EFF	POST	TRAN	TRANSACTION	TRANSACTION
1	03/02/94	03/04/94	AC59	35.00	LOAN FEE INCREASE
2	03/02/94	03/04/94	AC60	167.25	LOAN FEE INCREASE
3	03/02/94	03/04/94	TC51	5.968.98	ADVANCE
4	03/02/94	03/04/94	AC73	258.70	GENERATED INSURANCE DISBRSMEN
5	03/04/94	03/04/94	TC17	35.00	LOAN FEE PAYMENT
6	04/19/94	04/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
7	04/25/94	04/25/94	TC11	258.69	SCHEDULED PAYMENT - AUTO SPLI
8	05/19/94	05/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
9	05/31/94	05/31/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
10	06/20/94	06/20/94	AC58	12.31	LATE FEE ASSESSED INCREASE
11	06/27/94	06/27/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
12	07/19/94	07/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
13	08/08/94	08/08/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
14	08/19/94	08/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
15	08/29/94	08/29/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
16	09/19/94	09/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
17	10/03/94	10/03/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

(010180)

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(FWD)

SEC/UNSEC 78THS

002715522111 MR JERRY L DEES JR
 ACCUMULATED TRANSACTIONS

SEQ	EFF	POST	TRAN	TRANSACTION	TRANSACTION
1	10/19/94	10/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
2	10/31/94	10/31/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
3	11/21/94	11/21/94	AC58	12.31	LATE FEE ASSESSED INCREASE
4	12/12/94	12/12/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
5	12/19/94	12/19/94	AC58	12.31	LATE FEE ASSESSED INCREASE
6	12/27/94	12/27/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
7	01/19/95	01/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
8	01/30/95	01/30/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLI
9	02/20/95	02/20/95	AC58	12.31	LATE FEE ASSESSED INCREASE

BANK OC

17 06/30/95 06/30/95 TC11

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

PL DISPLAY LOAN

BANK 0048

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(LST

SEC/UNSEC 78THS

002715522111 MR JERRY L DEES JR
ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	07/19/95	07/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
2	08/09/95	08/09/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
3	08/21/95	08/21/95	AC58	12.13	LATE FEE ASSESSED INCREASE
4	08/29/95	08/29/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
5	09/19/95	09/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
6	10/02/95	10/02/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
7	10/19/95	10/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
8	10/23/95	10/23/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
9	11/20/95	11/20/95	AC58	12.31	LATE FEE ASSESSED INCREASE
10	12/01/95	12/01/95	TC11	258.69	SCHEDULED PAYMENT - AUTO SPLIT
11	12/19/95	12/19/95	AC58	12.31	LATE FEE ASSESSED INCREASE
12	12/20/95	12/20/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
13	01/19/96	01/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
14	02/19/96	02/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
15	03/01/96	02/29/96			BALANCE CHECK POINT RECORD
16	03/19/96	03/19/96	AC58	12.31	LATE FEE ASSESSED INCREASE
17	04/01/96	03/29/96			BALANCE CHECK POINT RECORD

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

(010180)

United States Bankruptcy Court		Case Number 96-01396-APG-7
MIDDLE	District of <u>ALABAMA</u>	
In re (Name of Debtor) JERRY L. DEES, JR.		Chapter <u>XX</u> 11 12 13

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor
(The person or other entity to whom the debtor owes money or property)

THE PEOPLES BANK & TRUST CO.

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:
271266211

Check here if this claim replaces amends a previously filed claim, dated: _____

1. BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other (Describe briefly)

- Retiree benefits as defined in 11 U.S.C. § 1114(a)
- Wages, salaries, and compensations (Fill out below)

Your social security number _____

Unpaid compensations for services performed

from _____ to _____
(date) (date)

2. DATE DEBT WAS INCURRED

4/23/93

3. IF COURT JUDGMENT, DATE OBTAINED:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

SECURED CLAIM \$ **7,156.13**

Attach evidence of perfection of security interest

Brief Description of Collateral:

- Real Estate
- Motor Vehicle
- Other (Describe briefly)

1992 NISSAN SENTRA

Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ **492.80**

UNSECURED PRIORITY CLAIM \$ _____

Specify the priority of the claim.

- Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier—11 U.S.C. § 507(a)(3)
- Contributions to an employee benefit plan—U.S.C. § 507(a)(4)
- Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use—11 U.S.C. § 507(a)(6)
- Taxes or penalties of governmental units—11 U.S.C. § 507(a)(7)
- Other—11 U.S.C. § 507(a)(2), (a)(5), (a)(6)—(Circle applicable \$)

5. TOTAL AMOUNT OF

CLAIM AT TIME \$ **7,156.13**
CASE FILED: (Unsecured)

\$ **7,156.13**

\$ _____ (Priority)

\$ **7,156.13**
(Total)

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

Check box if you have never received any notices from the bankruptcy court in this case.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

Check box if the address differs from the address on the envelope sent to you by the court.

DATE **APRIL 5, 1996**

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH COURT UNLESS CLAIM IS FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Creditor's Name **THE PEOPLES BANK & TRUST CO.**

Address **310 BROAD STREET**
(Print or Type Full Name of Creditor)

SELMA, ALABAMA 36703

By: **Asbie Burnside**
(Signature of Individual, Attorney, Agent or Party authorized to make proof of claim)

If entity OTHER than the creditor is to receive notices and distributions COMPLETE BELOW:

Name: _____

Address: _____

(City) (State) (Zip)

FILED

APR 8 1996

KATHRYN M. HAWK, CLERK
U.S. BANKRUPTCY COURT
MONTGOMERY, ALABAMA

THIS SPACE IS FOR
COURT USE ONLY

USED CAR PURCH 002712662111 MR JERRY L DEES JR
 BAL 6.910.12 CONTRACT DATE 04/23/93 LOAN STATUS ACTIVE
 REBATE INT 657.35 ADVANCE DATE 04/23/93 PROCESS STAT NORMAL
 REBATE INS . Maturity DATE 06/23/98 REMAIN TERM 026
 INS DUE . Non-ACCR DATE 00/00/00 Non-ACCR STAT ACCRUING
 ESCROW AMT . LAST TRAN DATE 04/02/96 INTEREST TYPE ADD-ON
 LATE FEES 246.01 LST MAINT DATE 00/00/00 REPYMT METHOD COUPON BOOK
 LOAN FEES .00 LAST PRIN TRAN 03/12/96 EARN METHOD 78THS
 PREPYMT PEN .00 RIGHT TO CURE 00/00/00 REBATE METHOD 78THS
 PAYOFF 1 6.498.78 ACCR THRU DATE 04/03/96 BOUGHT LOAN NO
 PAYOFF 2 6.547.47 PAYOFF CHANGE 04/23/96 RENEGLIATED NO
 PAST DUE 246.79 PYMTS PAID TO 02/23/96 DAYS PAST DUE 011
 NEXT DUE 246.79 NEXT PYMT DATE 03/23/96 PYMTS REMAIN 0028
 LAST PYMT 500.00 LAST PYMT DATE 03/12/96 PYMTS PAID 0032
 PARTIAL PD .00 ACCRUAL BASE 365/365 CUSTOMER TYPE
 SUBDZ PYMT .00 APR 12.00000 OFFICER BWM
 LOAN AMT 14.807.40 BRANCH 0027 EXTENSIONS 02
 NON-ACCR .00 CLASS 6B RENEWALS 00
 MIN EARN 1.00 COLL CODE 19 ***** TIMES LATE *****
 REBATE RES 117.57 DIRECT/INDIR INDIRECT 05 11 15 30 60 90
 AMT FINCD 11.094.63 INTEREST RATE 12.00000 33 28 23 10 0 0
 PER DIEM 1.63129

PLDILO PL DISPLAY LOAN

BANK 0046

(FWD

INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR
ACCUMULATED TRANSACTIONS

SEQ	EFF	POST	TRAN	TRANSACTION	TRANSACTION
1	04/23/93	04/29/93	AC60	18.25	LOAN COST INCREASE
2	05/01/93	05/01/93	AC60	18.25	LOAN COST INCREASE
3	05/24/93	05/24/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
4	06/21/93	06/21/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
5	08/02/93	08/02/93	AC58	12.33	LATE FEE ASSESSED INCREASE
6	08/11/93	08/11/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
7	09/02/93	09/02/93	AC58	12.33	LATE FEE ASSESSED INCREASE
8	09/13/93	09/13/93	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
9	10/04/93	10/04/93	AC58	12.33	LATE FEE ASSESSED INCREASE
10	10/11/93	10/11/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
11	11/01/93	11/01/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
12	12/03/93	12/03/93	AC58	12.33	LATE FEE ASSESSED INCREASE
13	12/13/93	12/13/93	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
14	01/03/94	01/03/94	AC58	12.33	LATE FEE ASSESSED INCREASE
15	01/24/94	01/24/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
16	02/02/94	02/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE
17	03/02/94	03/02/94	TC15	105.50	LOAN EXTENSION

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

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PLDILO PL DISPLAY LOAN

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INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR
ACCUMULATED TRANSACTIONS

SEQ	EFF	POST	TRAN	TRANSACTION	TRANSACTION
1	03/07/94	03/07/94	AC58	12.33	LATE FEE ASSESSED INCREASE
2	04/04/94	04/04/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
3	04/04/94	04/04/94	AC58	12.33	LATE FEE ASSESSED INCREASE
4	04/06/94	04/06/94	TC15	105.50	LOAN EXTENSION
5	05/02/94	05/02/94	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
6	06/02/94	06/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE
7	06/13/94	06/13/94	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
8	07/05/94	07/05/94	TC11	246.79	SCHEDULED PAYMENT - AUTO SPLIT
9	08/02/94	08/02/94	AC58	12.33	LATE FEE ASSESSED INCREASE

12/33	LATE FEE ASSESSED INCREASE
12.33	SCHEDULED PAYMENT - AUTO SPLIT
250.00	LATE FEE ASSESSED INCREASE

12.33	LATE FEE ASSESSED INCREASE
(010180)	

PL DISPLAY LOAN

BANK 0048

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INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR
ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	12/16/94	12/16/94	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
2	01/03/95	01/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
3	01/06/95	01/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
4	02/02/95	02/02/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
5	02/03/95	02/03/95	TC11	242.33	SCHEDULED PAYMENT - AUTO SPLIT
6	04/12/95	04/12/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
7	05/03/95	05/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
8	05/08/95	05/08/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
9	06/02/95	06/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
10	06/12/95	06/12/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
11	07/03/95	07/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
12	08/02/95	08/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
13	08/09/95	08/09/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
14	09/05/95	09/05/95	AC58	12.33	LATE FEE ASSESSED INCREASE
15	09/06/95	09/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
16	10/03/95	10/03/95	AC58	12.33	LATE FEE ASSESSED INCREASE
17	10/11/95	10/11/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

(010180)

BANK 004

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INDIR USED CAR PURCH 002712662111 MR JERRY L DEES JR

ACCUMULATED TRANSACTIONS

SEQ NBR	EFF DATE	POST DATE	TRAN CODE	TRANSACTION AMOUNT	TRANSACTION DESCRIPTION
1	10/11/95	10/11/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
2	11/02/95	11/02/95	AC58	12.33	LATE FEE ASSESSED INCREASE
3	11/06/95	11/06/95	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
4	12/01/95	12/01/95	TC11	259.12	SCHEDULED PAYMENT - AUTO SPLIT
5	12/04/95	12/04/95	AC58	11.08	LATE FEE ASSESSED INCREASE
6	01/02/96	01/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE
7	01/08/96	01/08/96	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
8	02/02/96	02/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE
9	02/12/96	02/12/96	TC11	250.00	SCHEDULED PAYMENT - AUTO SPLIT
10	03/01/96	02/29/96			BALANCE CHECK POINT RECORD
11	03/04/96	03/04/96	AC58	12.33	LATE FEE ASSESSED INCREASE
12	03/12/96	03/12/96	TC11	500.00	SCHEDULED PAYMENT - AUTO SPLIT
13	04/01/96	03/29/96			BALANCE CHECK POINT RECORD
14	04/02/96	04/02/96	AC58	12.33	LATE FEE ASSESSED INCREASE

TRANSACTION EFFECTIVE DATE TO BEGIN THIS DISPLAY

(010180)

SALE: You agree to purchase the property described below.

You agree to pay us the total of payments of **FOURTEEN THOUSAND EIGHT HUNDRED SEVEN DOLLARS (\$ 14807.40)** as specified below.

(a) In **53** installments of **246.75** each month, starting on **23 APR 1993** and continuing for each month thereafter until **23 APR 2006**.

(b)

PREPAYMENT: You may prepay this contract in full or in part at any time without penalty. Any amount paid in advance will reduce the amount of the next scheduled payment.

SECURITY DEED: You will purchase money security interests in the property described below, including all personal property, fixtures, equipment, and all proceeds from the property to the extent permitted by law. We will file all personal property in the office of the appropriate county clerk and register the security deed with the appropriate recorder in the office of the State of Alabama. The security warranty information is supplied to you separately.

MAKE	YEAR	MODEL	BODY TYPE	LICENSE NO	YEAR IDENTIFICATION NO
NISS	92	SENTRA	40		1N1ER317PNUS01283

Other Description:

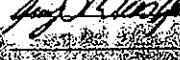
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALE PRICE
The cost of your credit as a yearly rate.	The amount of credit available is provided to you here. The amount will be paid when you have made all scheduled payments.	\$ 11094.63	\$ 14807.40	\$ 15682.27
12.00%	\$ 377.77			
Number of Payments	Amount of Payments		When Payments Are Due	
Your Payment	SALE PRICE		MONTHLY BEGINNING 23 APR 1993	
160	15682.27			

Security: You do not own the property interest in the property being purchased.

Late Charge: If checked, you will be charged a late charge of 5% of the amount of a payment which is 10 or more days late, but not less than \$50 and not more than \$100.00.

Prepayment: If you pay off this contract early, you may will not be entitled to a refund of part of the Finance Charge.

Filing fees \$ **15.50** Non-filing insurance \$ **N.A.** If the letter "e" is used, it means an estimate. You can see your contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE		
Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional costs.		
Type	Premium	Term
Credit Life	N.A.	
Credit Disability	N.A.	60
Joint Credit Life	N.A.	
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit life insurance.	X	
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want credit disability insurance.	X	
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want joint credit life insurance.	X	
XX		
PROPERTY INSURANCE		
You may furnish property insurance through an existing policy or from any insurer, provided that the insurance and insurer is acceptable to us. If you get the insurance from us, through us, you will pay \$ 15.50 for 100% of coverage.		
The property insurance premium is calculated as follows:		
<input type="checkbox"/> Fire-Theft and Combined Add'l. Coverage	\$ N.A.	
<input type="checkbox"/> \$ N.A. Deductible Comprehensive Cov.	\$ N.A.	
<input type="checkbox"/> \$ N.A. Deductible Collision Coverage	\$ N.A.	
<input type="checkbox"/> \$ N.A.	\$ N.A.	
The above insurance does not include liability insurance coverage for bodily injury and property damage unless such insurance is specifically described above.		
ASSIGNMENT		
Seller assigns this contract on 23 APR 1993 to THE PEOPLES BANK AND TRUST COMPANY in DELMAR, ALABAMA 36011 in accordance with the terms of this contract.		
Buyer Acknowledges Receipt of a copy of this retail installment contract.		
NOTICE TO BUYER: (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign. (3) Under the law you have the right, among others, to pay in advance the full amount due, and to obtain under certain conditions a partial refund of the finance charge.		
BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS RETAIL INSTALLMENT CONTRACT.		
CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.		
1. Signed 		
2. Signed 		
3. Signed 		

THIS IS THE CONTRACT AND SECURITY AGREEMENT
WHETHER - You waive (to the extent permitted by law) demand, presentation, protest, notice of dishonor and notice of protest. This means you give up the right to require us to demand payments of the amount due or to give notice that amount due have not been paid.

FTC NOTICES

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IF YOU ARE BUYING A USED VEHICLE, THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

GUARANTEE - You guarantee the payment of this contract. You also agree that all terms of the contract will apply to you.

NAME _____

X _____

THIRD PARTY AGREEMENT

By signing within this enclosure, you agree to give us a security interest in and lien on the property that is described on the front side. You agree to be bound by the terms of this contract and security agreement but, regardless of any provision to the contrary contained herein, not to be liable for any payment it requires. You agree that we may, without releasing you or the property from this Third Party Agreement and without notice or demand upon you, renew, extend or change any term of this contract and security agreement, or take or release other security (including guarantees) for the obligations of any Buyer.

You waive (to the extent permitted by law):

- (a) all notices and demands;
- (b) any right to require that we foreclose on any particular security, sue any Buyer or any other person or pursue any other remedy we may have;
- (c) any defense or claim against us arising out of the disability or non-ability of any Buyer for any reason other than full payment;
- (d) all statutes of limitation to the extent permitted by law; and
- (e) any defense or claim against us arising out of our election to foreclose on the property, by judicial or non-judicial sale, or our election to exercise any other right or remedy we may have, even though that election extinguishes your right to reimbursement from the Buyer.

You acknowledge receipt of a completed copy of this contract and security agreement.

DATE: _____

X _____

Name: _____

ASSIGNMENT BY SELLER
I, the Seller, sell and assign to assignee (whose name is printed on the front side of this contract) all my rights, title and interest in and to the property described on the front side of this contract, including all power, right and authority which I now have or may hereafter have in and to the property, subject to all legal or other actions or proceedings which could be taken under this contract.

STATEMENT OF THE BUYER
I, the Buyer, represent to the Seller that I am the person to whom this contract was made and that I am of sound mind and of the age of majority.

I, the Buyer, represent to the Seller that I have read and understood the terms and conditions contained in this contract.

I, the Buyer, represent to the Seller that I have read and understood the statement (below) that your business expects you to become the owner of the property described on the front side of this contract.

I, the Buyer, represent to the Seller that I am a person of good character and that I have the means to pay the amount of the principal and interest and other amounts due on the property described on the front side of this contract.

I, the Buyer, represent to the Seller that I have read and understood the statement (below) that you are giving us a security interest in the property described on the front side of this contract.

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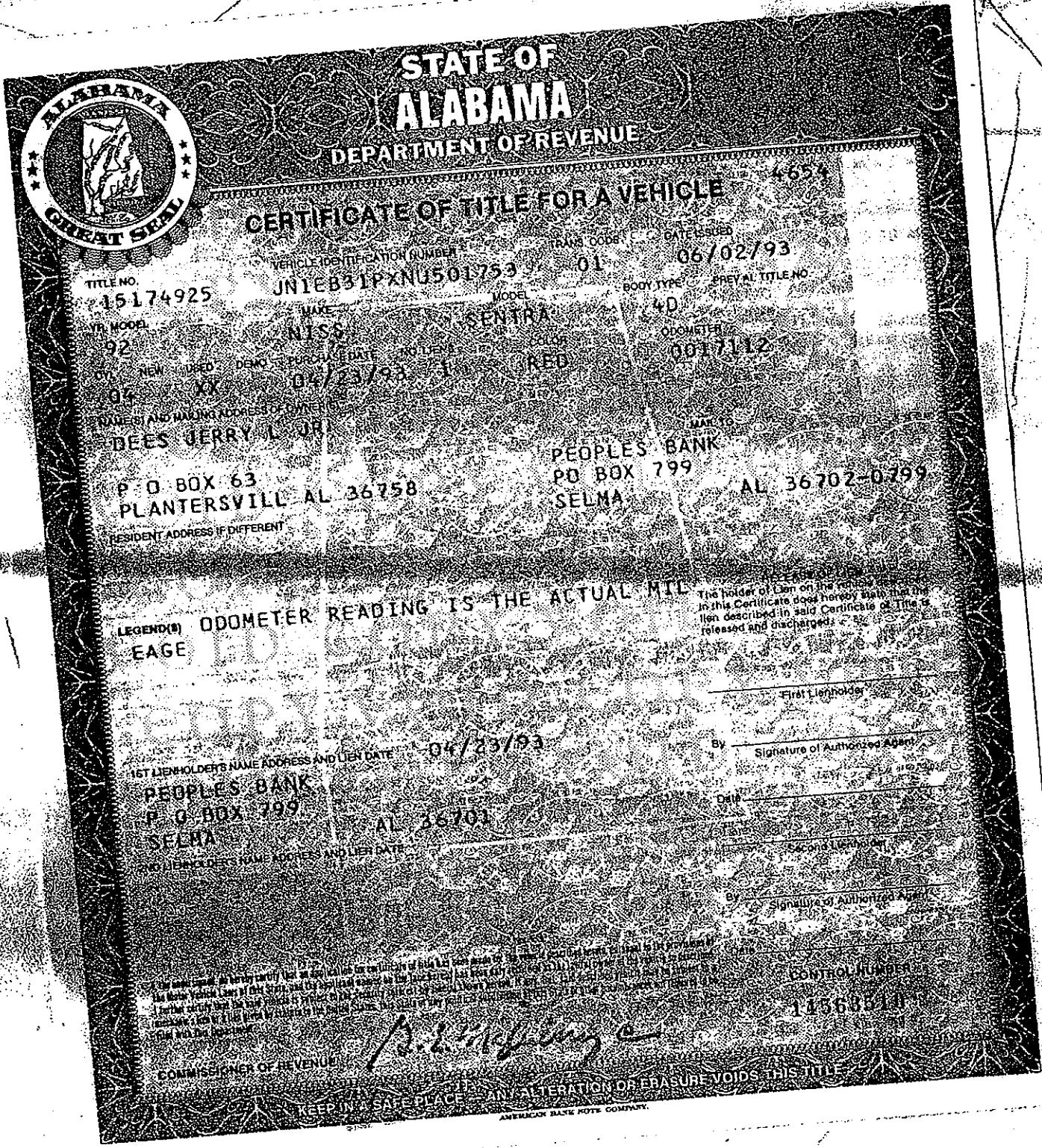
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00 CLEAR



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0567 U. S. Hwy. 82
Maplesville, AL 36750

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Clanton, AL 35046

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Barttville, AL 36067

J.C. Penney
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Tampa, FL 33630

State of Alabama
Income Tax Division

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Pensacola, FL 32524

Marvin's Bldg.
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Pelham, AL 35124

Internal Revenue Service
801 Tom Martin Dr., Rm. 125
Birmingham, AL 35211

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Columbus, OH 43218-2037

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U. S. Attorney
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Montgomery, AL 36102
Attn: Pat Conover

Cartley H. Giles
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National Assoc.
P.O. Box 81344
Cleveland, OH 44188-0344

Sears Card
P.O. Box 105702
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PG 101 (orig.)

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96-01396

Jerry Dees v. HMMA and HMA
2:07-cv-00306-MHT-CSC

EXHIBIT D

**Defendants' Responses to Plaintiff's
Objections to Defendants' Exhibit List**

DOCUMENT HOLD ORDER

TO: John Applegate, Mike Zanchettin, Rob John, Audie Swegman, Jim Brookshire, Wendy Warner, Scott Gordy, Stacye Jones, Rob Clevenger, Greg Prater, Kevin Hughes, William Ware, Hollie Selfridge

FROM: Rick Neal, General Counsel *Rick*

DATE: April 25, 2007

RE: Jerry Leon Dees, Jr. v. HMMA, et al. – Requirement to Preserve Documents

THE CONTENTS OF THIS DOCUMENT ARE HIGHLY SENSITIVE AND STRICTLY CONFIDENTIAL. THE CONTENTS SHALL NOT BE DISCLOSED BY ANY OF THE RECIPIENTS OF THIS MEMORANDUM TO ANYONE UNLESS THE LEGAL DEPARTMENT PROVIDES EXPRESS WRITTEN AUTHORIZATION TO DO SO.

IN ADDITION, THE CONTENTS OF THIS DOCUMENT ARE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE AND THE WORK PRODUCT DOCTRINE BECAUSE THEY WERE PREPARED BY HMMA'S LEGAL DEPARTMENT IN ANTICIPATION OF LITIGATION.

HMMA has been served with a lawsuit filed by Jerry Leon Dees, Jr., a former Stamping Maintenance Team Member. The lawsuit arises from HMMA's involuntary termination of Mr. Dees's employment on February 26, 2007, for misconduct. Your assistance is required with respect to locating and preserving all relevant records and items relating to or referring to Jerry Leon Dees, Jr. or his employment or his termination, in whatever form they exist (paper or electronic), in any language.

Please note that all electronic media, including active, deleted, and archived data, is subject to the same preservation and discovery obligations that apply to paper documents and that electronic data must be preserved in computerized form even if the same information exists in paper form. Further, the duty to preserve electronic data applies not only to HMMA network and desktop computer systems, but also to laptops, home computers, fax machines, PDA's, Blackberries, cellular telephones and pagers used by HMMA team members and agents possessing relevant information. Failure to preserve or produce (when required) all relevant paper and electronic information could result in serious court sanctions against HMMA, including monetary penalties and intrusive court orders allowing an opponent's counsel and/or experts direct access to HMMA's files, computers and network systems.

Preservation responsibilities include taking all reasonable steps to prevent the partial or full destruction, alteration, testing, deletion, shredding, incineration, wiping, relocation, migration, theft, corruption, or mutation of relevant material, as well as negligent or intentional handling that would make material incomplete or inaccessible. Any business or records retention practices that involve the routine destruction, recycling, relocation, or mutation of relevant materials should immediately be suspended until further notice from me. This includes automated systems that routinely delete E-mails at periodic intervals. **THE DISCLOSURE OF THE CONTENTS OF THIS DOCUMENT OR THE INTENTIONAL DESTRUCTION OF RELEVANT DOCUMENTS, INCLUDING DELETION OF E-MAIL TRANSMISSIONS, AND ANY OTHER FAILURE TO COMPLY WITH THE DOCUMENT PRESERVATION DIRECTIVES OUTLINED IN THIS DOCUMENT HOLD ORDER WILL RESULT IN DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.** If you have any questions, please do not hesitate to contact me by telephone at 387-8043 or by e-mail at rickneal@hmmausa.com.

Thank you for your cooperation

